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## South Florida Water Management District

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### GOVERNING BOARD MONTHLY MEETING AGENDA

*This meeting is open to the public*

April 11, 2013

10:00 AM

District Headquarters - B-1 Auditorium  
3301 Gun Club Road  
West Palm Beach, FL 33406

FINAL

*Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.*

*The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes. The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer. Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.*

1. Call to Order - Dan O'Keefe, Chair, Governing Board
2. Pledge of Allegiance - Dan O'Keefe, Chair, Governing Board
3. Administer the Oath of Office to Frederick 'Rick' Barber, Mitchel A. Hutchcraft and Kevin P. Powers
4. Employee Recognitions - Presented by Melissa Meeker, Executive Director
  - April Employee of the Month: Jeffrey Smith, Lead Scientist, Operations, Maintenance & Construction Division
  - April Team of the Month: Office Relocations Team

- 25 Year Service Recognition: Thomas McCracken, Business Manager, Administrative Services Division
  - 35 Year Service Recognitions: Steve Smith, Scientist 3, Operations, Maintenance & Construction Division, and Lisa Cannon, Lead Planner, Everglades Policy & Coordination Office
5. Agenda Revisions - Reagan Walker, Director, Office of Governing Board & Executive Services
  6. Abstentions by Board Members from items on the Agenda
  7. Water Resources Advisory Commission (WRAC) Report - Kevin Powers, Chair
  8. Audit & Finance Committee Report - Timothy Sargent, Chair

## Consent Agenda

*Members of the public wishing to address the Governing Board are to complete a Public Comment Card and submit the card to the front desk attendant. You will be called by the Board Chair or designee to speak. If you want to request that an item be removed from the Consent Agenda and be discussed by the Governing Board, please advise the Governing Board when you are called upon to speak. Governing Board directives limit comments from the public to 3 minutes unless otherwise determined by the Governing Board Chair. Your comments will be considered by the Governing Board prior to adoption of the Consent Agenda.*

*Unless otherwise determined by the Chair, Board action on pulled Consent Agenda items will occur at or after 9:00 a.m. on Thursday. Regulatory items pulled from the Consent Agenda for discussion will be heard during the Discussion Agenda. **Unless otherwise noted, all Consent Agenda items are recommended for approval.***

9. Public Comment on Consent Agenda
  10. Pull Items for Discussion from Consent Agenda
  11. Board Comment on Consent Agenda
- Consent Items
12. Approval of Minutes for the March 14, 2013, Regular Business meeting held in West Palm Beach, Florida
  13. Regulatory Consent Items
    - Permit Denials
    - Conservation Easement Amendment and Releases
    - Water Use Variances
  14. Right of Way Occupancy New Permits
  15. Waivers for Water Resources Advisory Commission (WRAC) Members pursuant to Section 112.313, Florida Statutes
  16. **Resolution No. 2013 - 0401** A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of funds within the District's FY2012-2013 budget totaling \$215,948 for the replacement of CERPZone hardware in 2013; providing an effective date. (AS, Mike Smykowski, ext. 6295)
  17. **Resolution No. 2013 - 0402** A Resolution of the Governing Board of the South Florida Water Management District accepting the Lake Belt Mitigation Committee Annual Report for 2012; providing an effective date. (WR, Terrie Bates, ext. 6952)

18. **Resolution No. 2013 - 0403** A Resolution of the Governing Board of the South Florida Water Management District approving Release of District Canal Reservations and Release of Trustees of the Internal Improvement Trust Fund Canal Reservations; providing an effective date. (OMC, Kathy Massey, ext. 6835)
19. **Resolution No. 2013 - 0404** A Resolution of the Governing Board of the South Florida Water Management District approving entering into a 50-year license agreement with the National Park Service for purposes of providing public access into the Big Cypress Preserve across portions of the L-28 Interceptor levee in Sections 4, 5, 9, 10, 14, 15, 22, 23, 25, 26, 35 and 36, Township 49 South, Range 34 East, Collier County; Sections 1 and 2, Township 50 South, Range 34 East, Collier County; and affirmatively opening the subject portions of the L-28 Interceptor levee as a roadway for public use; providing an effective date. (Contract No. 4600002835) (OMC, Steve Coughlin, ext. 2603)
20. **Resolution No. 2013 - 0405** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a contract with Habitat Restoration, Inc., the lowest responsive and responsible bidder, to offset wetland impacts associated with construction of the State Road 417 and Florida Turnpike Interchange Project, in an amount not to exceed \$1,160,000, subject to the receipt of funds provided by the Orlando-Orange County Expressway Authority; providing that Habitat Restoration Inc. obtains required permits, the District will proceed with the next lowest responsive and responsible bidder within the not to exceed amount, until permits are obtained; providing an effective date. (Contract No. 4600002842) (OMC, Marjorie Moore, ext. 6104)
21. **Resolution No. 2013 - 0406** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a facilities relocation agreement with Florida Power and Light Company to provide design and relocation of four (4) transmission structures located within the C-44 reservoir/stormwater treatment area project footprint, in the amount of \$521,228.84, of which \$64,000.00 has already been provided as a deposit and for which the remaining \$457,228.84 ad valorem funds are budgeted; providing an effective date. (Contract Number 4600002701) (OMC, Jeff Kivett, ext.2680)
22. Board Vote on Consent Agenda
23. General Public Comment

## **Workshop**

24. Technical Reports
  - A) Water Conditions Report - Tommy Strowd, Assistant Executive Director, Operations, Maintenance & Construction (ext. 6998)
  - B) Ecological Conditions Report - Terrie Bates, Division Director, Water Resources (ext. 6952)
25. Central Everglades Planning Project Update - Ernie Barnett, Assistant Executive Director, Everglades & Water Resources (ext. 2110)
26. Land Assessment Process Update - Ray Palmer, Section Leader, Real Estate (ext. 2246)
27. Big Cypress Basin Function and Budget Overview - Dan DeLisi, Chief of Staff (ext. 6232)
28. Future Operations & Maintenance Costs for New Works - Doug Bergstrom, Division Director, Administrative Services (ext. 6214)

## **Discussion Agenda**

29. **Resolution No. 2013 - 0407** A Resolution of the Governing Board of the South Florida Water Management District supporting the Florida Section of the American Water Works Association in declaring April as Water Conservation Month in Florida; providing an effective date. (WR, Jim Harmon, ext. 6777)
30. General Public Comment

## **Staff Reports**

31. Monthly Financial Statement - Doug Bergstrom, Division Director,  
Administrative Services Division
32. General Counsel's Report - Carolyn S. Ansay
33. Executive Director's Report - Melissa L. Meeker  
Reports on permits issued by authority delegated to the Executive Director  
from March 1-31, 2013.
34. Board Comment

## **Attorney Client Session**

### 35. Attorney Client Session

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), to discuss strategy related to litigation expenditures and/or settlement negotiations in Administrative Appeal dated November 15, 2012, by the South Florida Water Management District to Major Phillip May, Regional Administrator, Region IV, Federal Emergency Management Agency (FEMA) of the FEMA decision to deobligate funds for the 2004-2005 Hurricanes. (Carolyn S. Ansay, ext. 6976)

ATTENDEES: Governing Board Members R. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, J. Portuondo, K. Powers, T. Sargent, G. Waldman; Executive Director M. Meeker; District attorneys C. Ansay, K. Burns, C. Kowalsky, D. MacLaughlin. (Carolyn S. Ansay, ext. 6976)

### **Action Items (if any) Stemming from Attorney Client Session**

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), to discuss strategy related to litigation expenditures and/or settlement negotiations in Administrative Appeal dated November 15, 2012, by the South Florida Water Management District to Major Phillip May, Regional Administrator, Region IV, Federal Emergency Management Agency (FEMA) of the FEMA decision to deobligate funds for the 2004-2005 Hurricanes. (Carolyn S. Ansay, ext. 6976)

### 36. Attorney Client Session

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), to discuss strategy related to litigation expenditures and/or settlement negotiations in United States of America v. South Florida Water Management District, et al., United States District Court, Southern District of Florida, Case No. 88-1886-CIV-Moreno.

ATTENDEES: Governing Board Members R. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, J. Portuondo, K. Powers, T. Sargent, G. Waldman; Executive Director M. Meeker; District attorneys C. Ansay, K. Burns, C. Kowalsky, D. MacLaughlin. (Carolyn S. Ansay, ext. 6976)

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### 37. Attorney Client Session

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), to discuss strategy related to litigation expenditures and/or settlement negotiations in South Florida Water Management District v. Kenneth G. Hyatt, et al., 9<sup>th</sup> Judicial Circuit Court, Osceola County, Florida, Case No. 2011-CA-002798-ED.

ATTENDEES: Governing Board Members R. Barber, S. Batchelor, M. Hutchcraft, J. Moran, D. O'Keefe, J. Portuondo, K. Powers, T. Sargent, G. Waldman; Executive Director M. Meeker; District attorneys C. Ansay, K. Burns, C. Kowalsky, D. MacLaughlin, K. Williams. (Carolyn S. Ansay, ext. 6976)

**Action Items (if any) Stemming from Attorney Client Session**

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), to discuss strategy related to litigation expenditures and/or settlement negotiations in South Florida Water Management District v. Kenneth G. Hyatt, et al., 9<sup>th</sup> Judicial Circuit Court, Osceola County, Florida, Case No. 2011-CA-002798-ED. (Carolyn S. Ansay, ext. 6976)

38. Adjourn

April Employee of the Month  
Jeffrey Smith – Lead Scientist  
Operations, Maintenance and Construction

Jeffrey's steadfast oversight and attention to detail ensures the agency will be in compliance with the new EPA requirements for pump engine carbon monoxide emissions of less than 70 percent by May 2013. This compliance required the installation of diesel oxidation catalyst (DOC) units in the exhaust systems of 88 main pump engines.

Jeffrey's work was accomplished over and above his normal job duties involving environmental compliance of Operations facilities. He oversaw the design, installation and testing of the DOC units and supported the procurement to install auxiliary equipment for 14 engines. He discovered a lube oil issue that could potentially damage the units and found a replacement product. He also assisted to identify, procure and install an oil filtration system to extend the life of the DOC units.

Jeffrey developed a work order to complete the compliance testing of the units once they are in operation and obtained a six-month extension in the event low water conditions caused delay when testing during the dry season. His dedication to task is commendable.

Jeffrey's proactive approach to comply with the new regulation was critical for the District to meet the deadline. Congratulations Jeffrey!

April Team of the Month  
Office Relocations Team

Susie Campbell

Henry Chiquito

Karl Steinmiller

Megan Normann

Hector Chaparro

Mike Carney

Gary Chirillo

Pat Westmoreland

Manny Tavaréz

Lenny Delgado

Todd Nesst

Will Gold

Dante Marzetti

Steve Bazydola

Mitch Krolick

Angela Fretwell

Roberto Amoroso

Ken Beyers

Mike Wedding

Devon Daniel

Mike Williams

Dona Spry

Since October 2011, the Office Relocation Team has supported approximately 900 employee moves. When General Services receives a request to relocate an individual or office, Information Technology is contacted to coordinate the effort.

Work previously done by contractors is now absorbed by full-time IT employees. Tasks include creating seating charts, assessing network requirements, disassembling computer equipment and furniture, reconfiguring offices, installing network cables, moving computers and furniture, reassembling furniture and reconnecting computer equipment. Network printers, televisions and video teleconferencing equipment also have to be relocated and reconfigured.

Over the last 18 months, the workload has been significant and these employees are worthy of being recognized as the April 2013 Team of the Month. Congratulations!

25 Year Service Recognition  
Thomas F. McCracken – Business Manager  
Finance and Administration Bureau

Tom began his District career in 1998 as the Property/Warehouse Manager. He immediately coordinated a District-wide inventory of tangible personal property and conducted the District's first public auction.

Through the years, in different facets of management, Tom has been an instrument for positive change to make a difference in how we conduct business. As a director in Financial Services, he implemented the AMS Local Government Financial system and employee Direct Deposit system. Tom also spearheaded a reporting system that established the District's reputation of transparent accounting. As a director in Procurement, he instituted "just in time" inventory and reduced spending by eliminating speciality vehicle colors and the need for high test fuel.

As a director in Construction and Lands, he established a program for low intensity agriculture use of restoration lands until the lands are needed for construction projects. This innovation put interim lands back on the taxrolls, generated land management revenue and controlled exotic infestation.

Tom holds the Rank of Sergeant Major (retired) in the U.S. Army and served 10 years active duty and 35 years Reserve duty during his 45 years of military service. He recognizes and thanks the SFWMD leadership for its essential support of Military service.

Congratulations, Tom, for 25 years of public service.

35 Year Service Recognition  
Steve Smith – Land Resources Bureau  
Operations, Maintenance and Construction Division

Steve was hired in 1978 as an Herbicide Applicator I at the Miami Field Station and was soon promoted to Aquatic Weed Control Supervisor. A certified diver, his duties also included supervising teams who conduct underwater maintenance work in very dark, tannic waters. In 1989, Steve joined the District-wide vegetation management team at headquarters. In the aftermath of Hurricane Andrew in 1992, his extensive knowledge of the Miami-Dade area proved critical for recovery efforts and he spent three months working in the heart of the strike zone.

In 1993, Steve moved to Okeechobee to oversee Lake Okeechobee's vegetation management program and managed the 1995 Lake Kissimmee extreme drawdown and muck removal project. Tens of thousands of cubic yards of muck and dense vegetation were removed from 50 miles of Lake Kissimmee's shorelines, greatly improving fish and wildlife habitat. Steve has shared his knowledge and experience by serving multiple terms on the board of the Florida Aquatic Plant Management Society.

In 1999, Steve relocated to DuPuis Management Area and his focus moved from the water to the land. Over the past decade, he has managed numerous prescribed burns including a 21,000-acre burn on Lake Okeechobee -- the largest burn in Florida history.

Steve's reputation as one of the most experienced and resourceful vegetation managers in the state has served us well. Congratulations, Steve, for 35 years of stellar public service to the citizens of South Florida.

35 Year Service Recognition  
Lisa Cannon, Lead Planner  
Office of Everglades Policy and Coordination

In 1978, Lisa began working at the District in Public Information with a focus on water conservation. She soon transitioned into the water resource planning area where she played key roles on projects spanning north in the Shingle Creek Basin and south to the C-111 South Dade Project.

Since the inception of CERP, Lisa has tirelessly led the effort to develop project and system operating manuals. This last year, she brought the Broward Water Preserve Area Project Implementation Report to a successful conclusion and coordinated review of the Corps' modification to the WCA 3A schedule.

Lisa has established a reputation as an expert on Corps of Engineer projects associated with Everglades National Park. She is leading the development of the draft project operating manual for the Central Everglades Planning Project as well as coordinating the District's operational planning activities for Corps projects in Miami-Dade County.

Lisa is the consummate team player. Her good-natured persistence and attention to detail is a hallmark to her success. Thank you, Lisa, for 35 years of public service!

**CONSENT AGENDA TABLE OF CONTENTS**  
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**April 11, 2013**

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<b>III WATER USE VARIANCES</b>	7

## REGULATION AGENDA ITEMS

**PERMIT DENIAL:** Those listed on the consent agenda are routine in nature and non-controversial. Such denials are typically due to failure of applicant to complete the application. Unique or controversial projects or those requiring a policy decision are normally listed as discussion items. Permit types include:

**Environmental Resource (ERP):** Permits that consider such factors as the storage of storm water to prevent flooding of a project (upstream or downstream projects); the treatment of stormwater prior to discharge from the site to remove pollutants; and the protection of wetlands on the project site.

**Surface Water Management:** Permits for drainage systems, which address flood protection, water quality, and environmental protection of wetlands.

**Water Use:** Permits for the use of ground and/or surface water from wells, canals, or lakes.

**Lake Okeechobee Works of the District:** Permits that set concentration limits for total phosphorus in surface discharge from individual parcels in the Lake Okeechobee Basin.

**EAA Works of the District:** Permits to reduce the total phosphorus load from the EAA by 25 percent in water discharged to Works of the District.

**Wetland Resource:** Permits for dredge and fill activities within Waters of the State and their associated wetlands.

**ADMINISTRATIVE HEARING:** A case in litigation conducted pursuant to the Administrative Procedures Act (Chapter 120, Florida Statutes) involving the determination of a suit upon its merits. Administrative hearings provide for a timely and cost effective dispute resolution forum for interested persons objecting to agency action.

**FINAL ORDER:** The Administrative Procedures Act requires the District to timely render a final order for an administrative hearing after the hearing officer submits a recommended order. The final order must be in writing and include findings of fact and conclusions of law.

**CONSENT ORDER:** A voluntary contractual agreement between the District and a party in dispute which legally binds the parties to the terms and conditions contained in the agreement. Normally used as a vehicle to outline the terms and conditions regarding settlement of an enforcement action.

**CONSERVATION EASEMENT:** A perpetual fee ownership in real property that retains such land or water area in its predominantly natural, scenic, open, or wooded condition. Conservation easements generally limit the use of the conservation area to passive, recreational activities such as hiking and bicycling. The District will consider as mitigation for the adverse impacts to wetlands or other surface waters functions caused by a proposed project, the preservation, by conservation easement, of wetland ecosystems.

**TECHNICAL DENIAL:** This action normally takes place when a proposed project design does not meet water management criteria or the applicant does not supply information necessary to complete the technical review of an application.

**EMERGENCY ORDER and AUTHORIZATION:** An immediate final order issued without notice by the Executive Director, with the concurrence and advice of the Governing Board, pursuant to (Section 373.119(2), Florida Statutes, when a situation arises that requires timely action to protect the public health, safety or welfare and other resources enumerated by rule and statute.

**MEMORANDUM OF AGREEMENT/UNDERSTANDING:** A contractual arrangement between the District and a named party or parties. This instrument typically is used to define or explain parameters of a long-term relationship and may establish certain procedures or joint operating decisions.

**PETITION:** An objection in writing to the District, requesting either a formal or an informal administrative hearing, regarding an agency action or a proposed agency action. Usually a petition filed pursuant to Chapter 120, Florida Statutes, challenges agency action, a permit, or a rule. Virtually all agency action is subject to petition by substantially affected persons.

**SEMINOLE TRIBE WORK PLAN:** The District and the Seminole Indians signed a Water Use Compact in 1987. Under the compact, annual work plans are submitted to the District for review and approval. This plan keeps the District informed about the tribe plans for use of their land and the natural resources. Although this is not a permit, the staff has water resource related input to this plan.

**SITE CERTIFICATIONS:** Certain types of projects (power plants, transmission lines, etc.) are permitted by the Governor and Cabinet under special one-stop permitting processes that supercede normal District permits. The Water Management Districts, DEP, DCA, FGFWFC, and other public agencies are mandatory participants. DEP usually coordinates these processes for the Governor and Cabinet.

**VARIANCES FROM, OR WAIVERS OF, PERMIT CRITERIA:** The Florida Administrative Procedures Act provides that persons subject to an agency rule may petition the agency for a variance from, or waiver of, a permitting rule. The Governing Board may grant a petition for variance or waiver when the petitioner demonstrates that 1) the purpose of the underlying statute will be or has been achieved by other means and, 2) when application of the rule would create a substantial hardship or would violate principles of fairness.

BROWARD COUNTY

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1. VACATION VILLAGE AT WESTON  
BERKLEY VACATION RESORTS INC  
SEC 6 TWP 50S RGE 40E

APPL. NO. 060314-12  
PERMIT NO. N/A  
ACREAGE: 2.25  
LAND USE: LANDSCAPE

PERMIT TYPE: WATER USE  
WATER SOURCE: UNKNOWN  
ALLOCATION: UNKNOWN

PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE  
APPLICATION

LAST DATE FOR BOARD ACTION: APRIL 11, 2013

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Attachment: ca\_reg\_rm\_100\_sd (Rev 3) (1196 : Regulatory Consent Agenda)



MONROE COUNTY

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1. NOMAD OUTFITTERS LLC CONVENIENCE STORE AND PAVILLION APPL. NO. 110921-15  
NOMAD OUTFITTERS LLC PERMIT NO. N/A  
SEC 20 TWP 65S RGE 34E ACREAGE: .91  
LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW GENERAL PERMIT)  
RECEIVING BODY: UNKNOWN  
PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE  
APPLICATION  
LAST DATE FOR BOARD ACTION: APRIL 11, 2013

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Attachment: ca\_reg\_rm\_100\_sd (Rev 3) (1196 : Regulatory Consent Agenda)



ST LUCIE COUNTY

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1. COW PASTURE  
 WAYNE DUBOIS  
 SEC 32 TWP 35,36S RGE 39E

APPL. NO. 040629-31  
 PERMIT NO. 56-00340-W  
 ACREAGE: 250.00  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE  
 WATER SOURCE: UNKNOWN  
 ALLOCATION: UNKNOWN  
 PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE APPLICATION  
 LAST DATE FOR BOARD ACTION: APRIL 11, 2013

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2. PALM INDIAN  
 E WAYNE DUBOIS AND BRIAN LULFS  
 SEC 9 TWP 34S RGE 39E

APPL. NO. 040227-46  
 PERMIT NO. 56-00172-W  
 ACREAGE: 160.00  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE  
 WATER SOURCE: UNKNOWN  
 ALLOCATION: UNKNOWN  
 PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE APPLICATION  
 LAST DATE FOR BOARD ACTION: APRIL 11, 2013

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3. PALM INDIAN  
 WAYNE DUBOIS AND BRIAN LULFS JTIC  
 SEC 5 TWP 36S RGE 39E

APPL. NO. 040629-33  
 PERMIT NO. 56-00366-W  
 ACREAGE: 192.20  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE  
 WATER SOURCE: UNKNOWN  
 ALLOCATION: UNKNOWN  
 PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE APPLICATION  
 LAST DATE FOR BOARD ACTION: APRIL 11, 2013

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Attachment: ca\_reg\_rm\_100\_sd (Rev 3) (1196 : Regulatory Consent Agenda)

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1. PERMITTEE: ARK HOMES CONSTRUCTION INC  
PROJECT: MARTINGALE ESTATES COMMERCIAL

APPROVE A REQUEST FOR A PARTIAL RELEASE OF A CONSERVATION EASEMENT WHICH HAS BEEN RECORDED WITH MARTIN COUNTY PUBLIC RECORDS. THE CONSERVATION EASEMENT IS ON A PROPERTY KNOWN AS MARTINGALE ESTATES. THE SUBJECT PROPERTY IS WITHIN THE COMMERCIALLY ZONED AREA OF THE MARTINGALE ESTATES AND CONSISTS OF 412 SQUARE FEET OF UPLAND BUFFER AREA. THE APPLICANT IS REQUESTING THE RELEASE OF THE 412 SQ FT AREA TO ALLOW FOR ROAD CONSTRUCTION. THE APPLICANT WILL PROVIDE APPROXIMATELY 4000 SQUARE FEET OF UPLAND AND CREATED WETLAND IN PLACE OF THE RELEASED 412 SQUARE FEET.

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1. PERMITTEE: FLAGLER MUSEUM  
PROJECT: FLAGLER MUSEUM

PALM BEACH COUNTY

ENTER A FINAL ORDER GRANTING A PETITION FOR VARIANCE TO FLAGLER MUSEUM,  
AUTHORIZING A VARIANCE FROM THE DAY OF THE WEEK LANDSCAPE IRRIGATION MEASURES  
SPECIFIED IN CHAPTER 40E-24, F.A.C. TO PROVIDE FOR WATER CONSERVATION THROUGH  
IMPLEMENTATION OF AN ADVANCED IRRIGATION SYSTEM.

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### RIGHT OF WAY OCCUPANCY CONSENT AGENDA FOR GOVERNING BOARD APPROVAL April 11, 2013

		PAGES
<b>I</b>	<b>RIGHT OF WAY OCCUPANCY NEW PERMITS:</b>	
	Governing Board action is required for routine requests for permits which conform to applicable rules for utilization of Works and Lands of the District. Items are placed on this Consent Agenda when the staff's recommendation is for approval.	2
<b>II</b>	<b>RIGHT OF WAY OCCUPANCY PERMIT MODIFICATIONS:</b>	
	Governing Board action is required for routine requests which involve a change, addition or deletion to a use of the right of way which was previously permitted. Items are placed on this Consent Agenda when the staff's recommendation is for approval.	3

RIGHT OF WAY OCCUPANCY NEW PERMITS

- 1. OTTO AND HILDA CASTILLO  
COUNTY: MIAMI-DADE

Permit Number: 14143  
 Appl No.: 13-0207-1  
 Fee

AUTHORIZING:

RELOCATION OF A PORTION OF A PREVIOUSLY AUTHORIZED FENCE ENCLOSURE AND HEDGE TO ACCOMMODATE THE DISTRICT'S CULVERT REMOVAL PROJECT; AND EXISTING LIGHT POST AND TWO TREES 40 FEET FROM TOP OF CANAL BANK, WITHIN THE WEST RIGHT OF WAY OF THE C-100C CANAL AT THE REAR OF 11205 S.W. 99TH COURT (LOT 1, BLOCK 29, PINE ACRES SECTION).

LAST DATE FOR BOARD ACTION: **April, 2013**

- 2. NOEL J. FRANZ  
COUNTY: MIAMI-DADE

Permit Number: 14150  
 Appl No.: 13-0312-1  
 Easement

AUTHORIZING:

EXISTING SEAWALL, PROPOSED DOCK AND BOAT LIFT WITHIN THE SOUTH RIGHT OF WAY OF C-8 AT THE REAR OF 1039 N.E. 104TH STREET (LOTS 11 & 12, BLOCK 1, EVENINGSIDE).

LAST DATE FOR BOARD ACTION: **June, 2013**

Attachment: ca\_om\_reg\_101\_sd (1197 : Right of Way Regulatory Consent Agenda)

**RIGHT OF WAY OCCUPANCY PERMIT MODIFICATIONS**

1. PETER L. AND MARGARET M. PREVITE  
COUNTY: ST. LUCIE

Permit Number: 12179  
Appl No.: 12-0813-1M  
Easement

**AUTHORIZING:**

EXISTING 4' X 16' LOWER LEVEL DOCK EXTENSION, ROOF, STAIRS, AT-GRADE PAVERS AND STEPS WITHIN THE SOUTH RIGHT OF WAY OF C-24 AT THE REAR OF 175 S.E. OSPREY RIDGE (LOT 6, OSPREY RIDGE).

LAST DATE FOR BOARD ACTION: **May, 2013**

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Attachment: ca\_om\_reg\_101\_sd (1197 : Right of Way Regulatory Consent Agenda)

**MEMORANDUM**

**TO:** Governing Board Members  
**FROM:** Doug Bergstrom, Director, Administrative Services Division  
**DATE:** April 11, 2013  
**SUBJECT:** April Governing Board – FY13 Budget Transfers

**Background:** Budget transfer totaling \$215,948 is proposed to support the following:

**(1) \$215,948** - Transferring \$25,255 from the Water Resources Division to the Administrative Services & Executive Offices (Office of Everglades Policy & Coordination) and transferring \$190,693 within the Administrative Services & Executive Offices (Office of Everglades Policy & Coordination) from Critical Restoration Projects and CERP Projects to CERP Program Elements. The transfers will support the replacement of CERPZone hardware in 2013.

**How this helps meet the District's 10 Year Strategic Plan?** Budget transfers will redirect budget authority to support the completion of projects that are linked to the 10 Year Strategic Plan.

**Funding Source Impacted:** The funding sources impacted are the CERP Non-Capital General Fund and the CERP Ad Valorem Fund.

**This Board item impacts the following areas of the District, both divisions and geography:** The divisions impacted by this transfer are the Water Resources Division and Administrative Services & Executive Offices (Office of Everglades Policy & Coordination).

**What concerns could this Board item raise?** Transactions will not alter the overall budget amount.

**Why should the Governing Board approve this item?** In accordance with the District's budgetary and financial control policy, any transfer of budget authority between divisions/offices and/or between programs and between bureaus or program elements that exceed the non-capital threshold of \$150,000 or the capital threshold of \$500,000 requires Governing Board approval. Additionally, budget transfers of personnel costs if the budgeted personnel appropriation within a given budget fund is exceeded requires Governing Board approval.

If you have any questions, please do not hesitate to call me at ext. 6214.

DB/MS/mq/ds  
Attachment - Resolution

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2013 - 0401**

**A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of funds within the District's FY2012-2013 budget totaling \$215,948 for the replacement of CERPZone hardware in 2013; providing an effective date. (AS, Mike Smykowski, ext. 6295)**

**WHEREAS**, Section 373.536 (4)(a), Florida Statutes, provides that transfers of funds may be made within the budget by action of the Governing Board at a public meeting of the governing board; and

**WHEREAS**, a request is being brought to the Governing Board for the transfer of funds and a copy of the proposed transfer is attached to this resolution; and

**WHEREAS**, the Executive Director recommends that this transfer be approved in order to facilitate the operations of the District; **now therefore**

**BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby approves the FY2012-2013 budget transfer in the amount of \$215,948 as reflected in the attached spreadsheet.

**Section 2.** This resolution shall take effect immediately upon adoption.

**PASSED and ADOPTED** this 11th day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By:

\_\_\_\_\_

Chairman

Attest:

Legal form approved:

By:

\_\_\_\_\_

District Clerk/Secretary

\_\_\_\_\_

Office of Counsel

Print name:

\_\_\_\_\_

FY2013 BUDGET TRANSFERS - GOVERNING BOARD MATRIX

April 2013

TRANSFER FROM				TRANSFER TO			
FUND	DIVISION	PROGRAM / ELEMENT	AMOUNT	FUND	DIVISION	PROGRAM / ELEMENT	AMOUNT
<b>PROPOSED TRANSFER #1</b>							
101410	<u>Water Resources Division</u>			101410	<u>Administrative Services &amp; Executive Offices (Office of Everglades Policy &amp; Coordination)</u>		
	Restoration				Restoration		
	Critical Restoration Projects		\$ 10,102		CERP Program Elements		\$ 15,300
	CERP Projects		\$ 5,255				
410000	<u>Water Resources Division</u>			410000	<u>Administrative Services &amp; Executive Offices (Office of Everglades Policy &amp; Coordination)</u>		
	Restoration				Restoration		
	Critical Restoration Projects		\$ 9,898		CERP Program Elements		\$ 200,500
	<u>Administrative Services &amp; Executive Offices (Office of Everglades Policy &amp; Coordination)</u>						
	Restoration						
	Critical Restoration Projects		\$ 96,197				
	CERP Projects		\$ 94,496				
<b>SUBTOTAL PROPOSED TRANSFER #1</b>			<b>\$ 215,948</b>				<b>\$ 215,948</b>
<b>BUDGET TRANSFER TOTAL</b>			<b>\$ 215,948</b>				<b>\$ 215,948</b>

Attachment: 07\_2013 Budget Transfer Matrix (Resolution No. 2013 - 0401 : April Governing Board - FY13

## MEMORANDUM

**TO:** Governing Board Members

**FROM:** Terrie Bates, Director, Water Resources Division

**DATE:** April 11, 2013

**SUBJECT:** Approval of the Lake Belt Mitigation Committee Annual Report 2012

### **Agenda Item Description**

This is a routine annual report to the Governing Board. The interagency Lake Belt Mitigation Committee established by Statute has provided and submitted to the Governing Board a report that evaluates the mitigation costs and revenues generated by the mitigation fee in accordance with Section 373.41492(9)(a), Florida Statutes.

### **Background**

The interagency Lake Belt Mitigation Committee is required to annually prepare and submit to the Governing Board of the South Florida Water Management District a report evaluating the mitigation costs and revenues generated by the mitigation fee in accordance with Florida Statute Section 373.41492(9)(a). The mitigation fee is collected by the Department of Revenue from each ton of limerock and sand sold from properties within the Miami-Dade Lake Belt. Proceeds of the mitigation fee must be used to conduct mitigation activities that offset the loss of wetland functions and values resulting from mining activities.

### **Core Mission and Strategic Priorities**

The Florida Legislature recognized the many important features of the Lake Belt area and mandated that a comprehensive mitigation plan be prepared to address the environmental and water resource concerns critical to the State. This Annual Report summarizes the mitigation costs, revenues generated by the statutorily-established mitigation fee and activities provided as mitigation for impacts associated with mining activities in the Miami-Dade Lake Belt area as administered by the interagency Lake Belt Mitigation Committee. The major mitigation activity approved by the Lake Belt Mitigation Committee in 2012 was the use of the 14,302 acre C-139 Annex Restoration Project that includes habitat restoration and long-term management. The Committee approved the expenditure of \$3 million from the Lake Belt Mitigation Trust Fund to fund the initial design, detailed site assessment, state and federal permitting, and other costs during FY13 for the project.

### **Funding Source**

The expected funding requirement associated with preparing the report and staffing the Lake Belt Mitigation Committee is limited to staff time. Activities undertaken by the District to implement mitigation projects approved by the Committee are funded through the Lake Belt Mitigation Trust Fund.

### **Staff Recommendation**

Staff recommends the Governing Board approval of the Lake Belt Mitigation Committee Annual Report for 2012.

If you have any questions, please call Terrie Bates at ext. 6952.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### Resolution No. 2013 - 0402

**A Resolution of the Governing Board of the South Florida Water Management District accepting the Lake Belt Mitigation Committee Annual Report for 2012; providing an effective date. (WR, Terrie Bates, ext. 6952)**

**WHEREAS**, the area known as the Lake Belt is a 77.5 square mile area of Miami-Dade County, and;

**WHEREAS**, the area offers one of the largest, if not the largest, deposits of accessible high quality lime rock material in the State of Florida; and

**WHEREAS**, the Lake Belt region is also one of the primary sources of potable water supply for the residents of north Miami-Dade County; and

**WHEREAS**, the Florida Legislature, recognizing these many important features of the area, mandated that a plan be prepared to address the concerns critical to the State, and;

**WHEREAS**, the Florida Legislature also established a mitigation fee on each ton of lime rock and sand sold from the Lake Belt area to provide for the mitigation of lost wetland resources; and

**WHEREAS**, the interagency Lake Belt Mitigation Committee established by Statute is required to “annually prepare and submit to the Governing Board of the South Florida Water Management District a report evaluating the mitigation costs and revenues generated by the mitigation fee” in accordance with Section 373.41492(9)(a), Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED** by the Governing Board of the South Florida Water Management District:

**Section 1.** The Governing Board of the South Florida Water Management District hereby accepts the Lake Belt Mitigation Committee Annual Report for 2012;

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 11<sup>th</sup> day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
District Clerk/Secretary

Legal form approved:  
By:

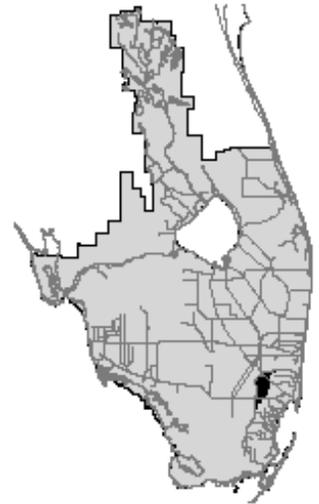
\_\_\_\_\_  
Office of Counsel

Print name:

\_\_\_\_\_

**LAKE BELT MITIGATION COMMITTEE**  
**ANNUAL REPORT FOR 2012**

Submitted to the  
GOVERNING BOARD  
of the  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
In Accordance with Section 373.41492(9)(a), Florida Statutes



Lake Belt Mitigation Committee  
2012 Annual Report

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## I. Background

In 1999, the Florida Legislature established a mitigation fee on each ton of limerock and sand sold from the Miami-Dade County Lake Belt Area. The purpose of this fee is to provide for the mitigation of wetland resources lost to mining activities within this area.

The Legislature found that the impact of rock mining could best be offset by the implementation of a comprehensive mitigation plan, as recommended in the 1998 Progress Report to the Florida Legislature by the Miami-Dade County Lake Belt Plan Implementation Committee. Legislation was adopted in s. 373.4149(1), Florida Statutes (F.S.), authorizing the mitigation fee and governing its use.

The mitigation fee became effective on October 1, 1999 at the initial rate of 5.0 cents for each ton of limerock and sand sold. The fee applies to raw, processed, or manufactured limestone, cement, and concrete products. The mitigation fee is collected by the Florida Department of Revenue and deposited to a trust fund at the South Florida Water Management District (SFWMD). An interagency committee, referred to as the Lake Belt Mitigation Committee (Committee), must approve expenditures from the trust fund. The Lake Belt legislation provided for an annual fee adjustment. In addition, based on recommendations from the Committee, the Legislature revised the mitigation fee schedule in 2006 and 2011. The fee was 45 cents per ton in 2012.

Section 373.41492(9)(a), F.S., states: “the interagency committee established in this section shall annually prepare and submit to the governing board of the South Florida Water Management District a report evaluating the mitigation costs and revenues generated by the mitigation fee.”

Additional information on the Miami-Dade County Lake Belt Plan and the Mitigation Committee is available at the SFWMD web site <http://www.sfwmd.gov>. (The Miami-Dade County Lake Belt is one of the projects listed in the Locations / Miami-Dade section of the SFWMD website.)

## II. Legislative Guidance

Pursuant to s. 373.41492(6)(a), F.S., mitigation fees may include the purchase, enhancement, restoration, and management of wetlands and uplands in the Everglades watershed, the purchase of mitigation credit from a permitted mitigation bank, and any structural modifications to the existing drainage system to enhance the hydrology of the Miami-Dade County Lake Belt Area or the Everglades watershed. Funds may also be used to reimburse other funding sources, including the Save Our Rivers Land Acquisition Program, the Internal Improvement Trust Fund, SFWMD, and Miami-Dade County. Section 373.41492, F.S. (Miami-Dade County Lake Belt Mitigation Plan; mitigation for mining activities within the Miami-Dade County Lake Belt) is attached in Appendix A.

### III. Committee Representation

The Lake Belt Mitigation Committee is authorized under s. 373.4149, F.S. Meetings are held on an as needed basis at locations determined by the Committee. All meetings are open to the general public and are held under requirements of Chapter 286.011, F.S.

The Lake Belt Mitigation Committee consists of following members:

#### Voting Members:

Florida Department of Environmental Protection (DEP)

Danielle Fondren

Chris Klena, Alternate

South Florida Water Management District (SFWMD)

Terrie Bates (Committee Vice-Chair)

Anita Bain, Alternate

Miami-Dade County Department of Environmental Resources Management (DERM)

Matthew Davis

Florida Fish and Wildlife Conservation Commission (FWCC)

Timothy King

Stephen Lau, Alternate

U.S. Army Corps of Engineers (USCOE)

Leah Oberlin

Samantha Rice, Alternate

U.S. Environmental Protection Agency (USEPA)

Eric Hughes

Ron Miedema, Alternate

U.S. Fish and Wildlife Service (USFWS)

Robert Progulske

Allen Webb, Alternate

#### Non-Voting Member:

Miami-Dade Limestone Products Association (MDLPA)

Jeff Rosenfeld

## IV. Committee Administration

**Accounting** - The available balance in the Lake Belt Mitigation Trust Fund as of December 31, 2011 was \$(281,583). Approved expenditures from the Trust Fund represent committed funds for projects approved by the Committee. As of December 31, 2011, approximately \$4,000,000 of the approved 2011 expenditures of \$8,038,997 had been transferred from the Trust Fund, so the actual cash balance in the Fund at the end of the year was approximately \$3,700,000. The remaining approved 2011 expenditures were transferred from the Trust Fund in 2012. During 2012, \$12,403,868 was transferred to the Trust Fund from the Florida Department of Revenue and \$85,431 was earned as investment income. During 2012, approved expenditures from the Trust Fund were \$3,002,138. On December 31, 2012, the available balance in the Trust Fund was \$9,205,578.

Table 1 summarizes the mitigation fee deposits and investment income earned by the Lake Belt Mitigation Trust Fund for the period between 2000 and 2012. Beginning July 1, 2012, the water treatment plant upgrade fee was deposited into the Lake Belt Mitigation Trust Fund subject to a maximum deposit of \$20 million and other criteria as specified in Section 373.41492(3)(b), F.S. The month-by-month financial statement for the Trust Fund is included in Appendix B. Appendix C shows the receipts / approved expenditures summary developed for the Committee. This year's summary includes expenditures / mitigation acres approved by the Committee during 2012, as well as the overall receipts / expenditures summary through the end of 2012.

**Table 1. Summary - Lake Belt Mitigation Trust Fund Cash Receipts**

Calendar Year	Mitigation Fee (\$/ton)	Rock Mining Mitigation Fee	Water Treatment Plant Upgrade Fee <sup>1</sup>	Investment Income	Total Fees & Income
2000	0.050	\$2,386,463		\$ 78,162	\$2,464,625
2001	0.053	\$2,227,895		\$167,611	\$2,395,506
2002	0.056	\$2,436,950		\$174,384	\$2,611,334
2003	0.058	\$2,761,957		\$205,836	\$2,967,793
2004	0.062	\$3,109,122		\$132,434	\$3,241,556
2005	0.066	\$3,344,232		\$200,189	\$3,544,421
2006	0.071	\$3,808,079		\$521,348	\$4,329,427
2007	0.120	\$4,989,649		\$934,092	\$5,923,741
2008	0.180	\$4,899,784		\$380,229	\$5,280,013
2009	0.240	\$4,349,570		\$234,641	\$4,584,211
2010	0.240	\$4,481,029		\$ 83,335	\$4,564,364
2011	0.252	\$4,740,963		\$122,561	\$4,863,524
2012	0.450	\$10,288,460	\$2,115,408	\$ 85,431	\$12,489,299
<b>TOTAL</b>		\$53,824,153	\$2,115,408	\$3,320,253	\$59,259,814

<sup>1</sup> The water treatment plant upgrade fee is 15 cents per ton.

**Mitigation Fee** – The initial mitigation fee calculation was based on many factors (values and functions of wetlands in the Pennsuco and mining areas, mitigation ratios, estimated mining rates, and acquisition, restoration, and long-term management costs of land in the Pennsuco). During 1999, an interagency team of economists calculated the rate of the fee and determined the most appropriate method for annually adjusting the fee. This approach was codified in statute. Based on recommendations from the Committee, the Legislature revised the mitigation fee schedule in 2006 and 2011. The fee increased to 45 cents per ton starting January 1, 2012. The updated statute is included in Appendix A.

**Approved Expenditures** – Total expenditures approved in 2012 from the Lake Belt Mitigation Trust Fund were \$3,002,138. The different projects are discussed below and more detailed information on the expenditures and associated mitigation acres are included in Appendix C. The 2012 expenditures also include \$2,138 in administrative costs associated with the operation of the Lake Belt Mitigation Committee.

## V. Committee Mitigation Activities

**Committee Activities** – In 2012, Committee activities included:

1. The construction of Phase 1 of the L-31N Seepage Management project was completed in 2012. Two miles of a 36-foot deep seepage barrier were constructed on the berm between the SFWMD L-31N Canal and the adjacent levee, which borders Everglades National Park. The project started at Tamiami Trail and extended two miles to the south. The project purpose is to reduce groundwater flow out of Everglades National Park.

2. The Committee approved the use of the 14,302 acre C-139 Annex Restoration Project as a mitigation project for wetland impacts associated with the limestone mining activities in the Lake Belt Region (December 2012). The C-139 Annex Restoration Project includes habitat restoration and long-term management of 14,302 acres with an estimated 9,733 WRAP credits available. Depending on the mix of Lake Belt mitigation projects approved, including credits associated with the seepage barrier, the continued purchase and enhancement of lands within the Pennsuco and other projects (including those not yet identified) within Miami-Dade County, it is anticipated that fewer than 4,000 WRAP credits would be needed from the C-139 Annex Restoration project. The cash flow analysis presented at the 10/16/2012 LBMC meeting showed the proposed funding approach to provide for the C-139 Annex Restoration Project and other projects.

The Committee approved the expenditure of \$3 million to fund the initial design, detailed site assessment, state and federal permitting, and other costs anticipated to occur in FY13 for the C-139 Annex Restoration project. At an estimated cost of \$15,248 per WRAP credit, this expenditure authorized the award of 196.75 WRAP credits (787.0 Pennsuco-equivalent mitigation acres) for 2012, subject to the final credit determination for the project.

3. The Committee approved the removal of the previously approved mitigation acres for the 8.5 Square Mile Area project from the mitigation ledger in the Annual Report, until the future direction of the project is determined (December 2012); however, the funding dedicated for the

project remains unchanged. A total of 477.8 Pennsuco-equivalent mitigation acres were removed from the 2008 (221.1 acres) and 2009 (256.7 acres) totals in Table 2 and the Appendix C summary table.

4. An escrow account has been established to facilitate payment of contractors on Miami-Dade Limestone Products Association - sponsored projects. During 2012, the Dade-Broward Levee account was reconciled and closed. In addition, the accrued interest earned in the escrow account was deposited in the Trust Fund. The memos for these activities are included in Appendix D.

**Mitigation Summary** – A summary of annual expenditures / mitigation acres approved by the Committee are included in Appendix C. The Committee has approved a total of 6,815.8 mitigation acres, which will result in the: 1) public acquisition, enhancement, and long-term management of 1,243.3 acres in Pennsuco; 2) enhancement and long-term management of an additional 5,083.4 acres in Pennsuco; 3) enhancement and long-term management of 1,549 acres adjacent to the Dade-Broward Levee; 5) acquisition, enhancement, and long-term management of 100 acres in the Southern Glades project area; 6) construction of a 2-mile seepage barrier to enhance the hydrology in Everglades National Park and 7) acquisition, enhancement, and long-term management of 289 acres in the C-139 Annex Restoration project.

**Table 2. Lake Belt Mitigation Activities**

Calendar Year	Pennsuco Acquisition, Enhancement, & Long-Term Management (Acres)	Pennsuco Enhancement, & Long-Term Management (Acres) <sup>1</sup>	Other Projects (Pennsuco-equivalent Mitigation Acres)	Committee Approved Mitigation Acres
2002	455.6	1,240.6		1,075.9
2003	0	2,134.8		1,067.4
2004 <sup>2</sup>	160.0		-0.5	159.5
2005	320.9			320.9
2006	142.4			142.4
2007	124.4			124.4
2008 <sup>3</sup>	10.0			10.0
2009 <sup>3</sup>		1,708.0	100.0	954.0
2010 <sup>4</sup>	10.0		1,544.3	1,554.3
2011 <sup>5</sup>	20.0		600.0	620.0
2012 <sup>6</sup>			787.0	787.0
<b>TOTAL</b>	1,243.3	5,083.4	2,721.6	6,815.8

<sup>1</sup> The number of mitigation acres credited for Pennsuco enhancement / long-term management is equal to one-half the number credited for land acquisition, enhancement, and long-term management (per Committee decision).

<sup>2</sup> Mitigation for wetland impacts from monitoring well access construction required under the Lake Belt permits.

<sup>3</sup> Per Committee decision in 2012, previously approved mitigation acres for the 8.5 Square Mile Area project in 2008 (221.1 acres) and 2009 (256.7 acres) were removed from Table 2, until the future direction of the project is determined. Southern Glades restoration project in 2009.

<sup>4</sup> Dade-Broward Levee restoration project less 4.7 acres for APAC Section 23/24 DERM time-lag mitigation

<sup>5</sup> L-31N Seepage Management project – Phase 1

<sup>6</sup> C-139 Annex Restoration project (see Appendix C)

The Mining Industry submits an Annual Lake Belt Report to the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Miami-Dade County Department of Regulatory and Economic Resources. This report documents the changes in mining and wetland acreages, and summarizes the ecological balance between the wetland impacts and wetland mitigation funded through the Lake Belt Mitigation Committee. This information is summarized below in Table 3.

**Table 3. Lake Belt Mitigation/Mining Summary**

Calendar Year	Committee Approved Mitigation Acres	Lake Belt Wetland Impacts In New Permit Areas (Acres)	Mitigation Needed to Offset Wetland Impacts (Acres) <sup>1</sup>	Annual Balance (Acres)	Cumulative Balance (Acres)
2002	1,075.9	34	85.0	990.9	990.9
2003	1,067.4	135	337.5	729.9	1,720.8
2004	159.5	87	217.5	-58.0	1,662.8
2005	320.9	87	217.5	103.4	1,766.2
2006	142.4	567	1,417.5	-1,275.1	491.1
2007	124.4	9	22.5	101.9	593.0
2008	10.0	5	12.5	-2.5	590.5
2009	954.0	1	2.5	951.5	1542.0
2010	1,554.3	108	270.0	1,284.3	2826.3
2011	620.0	134	335.0	285.0	3111.3
2012	787.0	Not yet available <sup>2</sup>		787.0	3898.3
<b>TOTAL</b>	<b>6,815.8</b>	<b>1,167</b>	<b>2,917.5</b>	<b>3,898.3</b>	

<sup>1</sup> Assumes 2.5 ratio utilized in calculation of Lake Belt mitigation fee

<sup>2</sup> Pursuant to the permit conditions, impacts are reported in the following year's Lake Belt Annual Report due to the timing and availability of aerial photographs.

Pursuant to s. 373.41492(7), F.S., the mitigation fee established by the Legislature “satisfies the mitigation requirements imposed under ss. 373.403-373.439 and any applicable county ordinance for loss of the value and functions from mining of the wetlands identified as rock mining supported and allowable areas of the Miami-Dade County Lake Plan adopted by s. 373.4149(1).” The mitigation fee calculation was based on many factors (values and functions of wetlands in the mining area and Pennsuco, estimated mining rates, land acquisition, restoration, and long-term management costs), and included the assumption that an estimated ratio of 2.5 mitigation acres:impact acres was needed to offset the loss of the values and functions of wetlands impacted in mining areas that were not permitted prior to the issuance of the Lake Belt permits in 2002. The wetland impact and offsetting mitigation information for the State and County permits are summarized in Table 3 and show a large positive mitigation acreage balance (3,898 acres) due to the expedited mitigation being implemented by the Mitigation Committee. Through expedited mitigation, the Committee has been attempting to spend the mitigation fee on mitigation projects in the same year that the fee is collected, rather than at the slower rate anticipated in the original permit tables. As documented in the 2012 Lake

Belt Annual Report, comparisons of the 2002 permit tables with the actual mitigation fee collections and mitigation funded during the first ten years of the permits indicate that the amount of actual mitigation fees and approved mitigation are greater than were anticipated when the permits were issued in 2002.

The U.S. Army Corps of Engineers Lake Belt permits issued in 2010 included a different methodology for calculating mitigation requirements. The balance between the wetland mitigation and wetland impacts is calculated using the ecological value of the mitigation projects and the impacted wetland land use categories. The cumulative mitigation balance at the end of the 2012 Lake Belt Annual Report reporting period (through April 2012) was a positive 716.1 wetland units. In addition, the Mitigation Committee authorized an additional 787 acres of Pennsuco-equivalent mitigation (197 wetland units) in 2012. Therefore, the cumulative mitigation balance currently exceeds the positive 100 unit balance identified in Special Condition #7 of the Corps permits.

## VI. Appendices

### APPENDIX A – Florida Statutes

#### **373.41492. Miami-Dade County Lake Belt Mitigation Plan; mitigation for mining activities within the Miami-Dade County Lake Belt.**

(1) The Legislature finds that the impact of mining within the rock mining supported and allowable areas of the Miami-Dade County Lake Belt Plan adopted by s. 373.4149(1) can best be offset by the implementation of a comprehensive mitigation plan. The Lake Belt Mitigation Plan consists of those provisions contained in subsections (2)-(9). The per-ton mitigation fee assessed on limestone sold from the Miami-Dade County Lake Belt Area and sections 10, 11, 13, 14, Township 52 South, Range 39 East, and sections 24, 25, 35, and 36, Township 53 South, Range 39 East, shall be used for acquiring environmentally sensitive lands and for restoration, maintenance, and other environmental purposes. It is the intent of the Legislature that the per-ton mitigation fee not be a revenue source for purposes other than enumerated in this section. Further, the Legislature finds that the public benefit of a sustainable supply of limestone construction materials for public and private projects requires a coordinated approach to permitting activities on wetlands within Miami-Dade County in order to provide the certainty necessary to encourage substantial and continued investment in the limestone processing plant and equipment required to efficiently extract the limestone resource. It is the intent of the Legislature that the Lake Belt Mitigation Plan satisfy all local, state, and federal requirements for mining activity within the rock mining supported and allowable areas.

(2) To provide for the mitigation of wetland resources lost to mining activities within the Miami-Dade County Lake Belt Plan, effective October 1, 1999, a mitigation fee is imposed on each ton of limerock and sand extracted by any person who engages in the business of extracting limerock or sand from within the Miami-Dade County Lake Belt Area and the east one-half of sections 24 and 25 and all of sections 35 and 36, Township 53 South, Range 39 East. The mitigation fee is imposed for each ton of limerock and sand sold from within the properties where the fee applies in raw, processed, or manufactured form, including, but not limited to, sized aggregate, asphalt, cement, concrete, and other limerock and concrete products. The mitigation fee imposed by this subsection for each ton of limerock and sand sold shall be 45 cents per ton. To pay for seepage mitigation projects, including groundwater and surface water management structures designed to improve wetland habitat and approved by the Lake Belt Mitigation Committee, and to upgrade a water treatment plant that treats water coming from the Northwest Wellfield in Miami-Dade County, a water treatment plant upgrade fee is imposed within the same Lake Belt Area subject to the mitigation fee and upon the same kind of mined limerock and sand subject to the mitigation fee. The water treatment plant upgrade fee imposed by this subsection for each ton of limerock and sand sold shall be 15 cents per ton, and the collection of this fee shall cease once the total amount of proceeds collected for this fee reaches the amount of the actual moneys necessary to design and construct the water treatment plant upgrade, as determined in an open, public solicitation process. Any limerock or sand that is used within the mine from which the limerock or sand is extracted is exempt from the fees. The amount of the mitigation fee and the water treatment plant upgrade fee imposed under this section must be stated separately on the invoice provided to the purchaser of the limerock or sand

product from the limerock or sand miner, or its subsidiary or affiliate, for which the fee or fees apply. The limerock or sand miner, or its subsidiary or affiliate, who sells the limerock or sand product shall collect the mitigation fee and the water treatment plant upgrade fee and forward the proceeds of the fees to the Department of Revenue on or before the 20th day of the month following the calendar month in which the sale occurs. The proceeds of a fee imposed by this section include all funds collected and received by the Department of Revenue relating to the fee, including interest and penalties on a delinquent fee. The amount deducted for administrative costs may not exceed 3 percent of the total revenues collected under this section and may equal only those administrative costs reasonably attributable to the fee.

(3) The mitigation fee and the water treatment plant upgrade fee imposed by this section must be reported to the Department of Revenue. Payment of the mitigation and the water treatment plant upgrade fees must be accompanied by a form prescribed by the Department of Revenue.

(a) The proceeds of the mitigation fee, less administrative costs, must be transferred by the Department of Revenue to the South Florida Water Management District and deposited into the Lake Belt Mitigation Trust Fund.

(b) Beginning July 1, 2012, the proceeds of the water treatment plant upgrade fee, less administrative costs, must be transferred by the Department of Revenue to the South Florida Water Management District and deposited into the Lake Belt Mitigation Trust Fund until:

1. A total of \$20 million from the proceeds of the water treatment plant upgrade fee, less administrative costs, is deposited into the Lake Belt Mitigation Trust Fund; or
2. The quarterly pathogen sampling conducted as a condition of the permits issued by the department for rock mining activities in the Miami-Dade County Lake Belt Area demonstrates that the water in any quarry lake in the vicinity of the Northwest Wellfield would be classified as being in Bin 2 or higher as defined in the Environmental Protection Agency's Long Term 2 Enhanced Surface Water Treatment Rule.

(c) Upon the earliest occurrence of the criterion under subparagraph (b)1. or subparagraph (b)2., the proceeds of the water treatment plant upgrade fee, less administrative costs, must be transferred by the Department of Revenue to a trust fund established by Miami-Dade County, for the sole purpose authorized by paragraph (6)(a).

(4)(a) The Department of Revenue shall administer, collect, and enforce the mitigation and treatment plant upgrade fees authorized under this section in accordance with the procedures used to administer, collect, and enforce the general sales tax imposed under chapter 212. The provisions of chapter 212 with respect to the authority of the Department of Revenue to audit and make assessments, the keeping of books and records, and the interest and penalties imposed on delinquent fees apply to this section. The fees may not be included in computing estimated taxes under s. 212.11, and the dealer's credit for collecting taxes or fees provided for in s. 212.12 does not apply to the fees imposed by this section.

(b) In administering this section, the Department of Revenue may employ persons and incur expenses for which funds are appropriated by the Legislature. The Department of Revenue shall

adopt rules and prescribe and publish forms necessary to administer this section. The Department of Revenue shall establish audit procedures and may assess delinquent fees.

(5) Each January 1, beginning January 1, 2010, through December 31, 2011, the per-ton mitigation fee shall be increased by 2.1 percentage points, plus a cost growth index. The cost growth index shall be the percentage change in the weighted average of the Employment Cost Index for All Civilian Workers (ecu 10001I), issued by the United States Department of Labor for the most recent 12-month period ending on September 30, and the percentage change in the Producer Price Index for All Commodities (WPU 00000000), issued by the United States Department of Labor for the most recent 12-month period ending on September 30, compared to the weighted average of these indices for the previous year. The weighted average shall be calculated as 0.6 times the percentage change in the Employment Cost Index for All Civilian Workers (ecu 10001I), plus 0.4 times the percentage change in the Producer Price Index for All Commodities (WPU 00000000). If either index is discontinued, it shall be replaced by its successor index, as identified by the United States Department of Labor.

(6)(a) The proceeds of the mitigation fee must be used to conduct mitigation activities that are appropriate to offset the loss of the value and functions of wetlands as a result of mining activities and be approved by the Miami-Dade County Lake Belt Mitigation Committee. Such mitigation may include the purchase, enhancement, restoration, and management of wetlands and uplands in the Everglades watershed, the purchase of mitigation credit from a permitted mitigation bank, and any structural modifications to the existing drainage system to enhance the hydrology of the Miami-Dade County Lake Belt Area or the Everglades watershed. Funds may also be used to reimburse other funding sources, including the Save Our Rivers Land Acquisition Program, the Internal Improvement Trust Fund, the South Florida Water Management District, and Miami-Dade County, for the purchase of lands that were acquired in areas appropriate for mitigation due to rock mining and to reimburse governmental agencies that exchanged land under s. 373.4149 for mitigation due to rock mining. The proceeds of the water treatment plant upgrade fee deposited into the Lake Belt Mitigation Trust Fund shall be used solely to pay for seepage mitigation projects, including groundwater or surface water management structures designed to improve wetland habitat and approved by the Lake Belt Mitigation Committee. The proceeds of the water treatment plant upgrade fee which are transmitted to a trust fund established by Miami-Dade County shall be used to upgrade a water treatment plant that treats water coming from the Northwest Wellfield in Miami-Dade County. As used in this section, the terms “upgrade a water treatment plant” or “treatment plant upgrade” mean those works necessary to treat or filter a surface water source or supply or both.

(b) Expenditures of the mitigation fee must be approved by an interagency committee consisting of representatives from each of the following: the Miami-Dade County Department of Environmental Resource Management, the Department of Environmental Protection, the South Florida Water Management District, and the Fish and Wildlife Conservation Commission. In addition, the limerock mining industry shall select a representative to serve as a nonvoting member of the interagency committee. At the discretion of the committee, additional members may be added to represent federal regulatory, environmental, and fish and wildlife agencies.

(7) Payment of the mitigation fee imposed by this section satisfies the mitigation requirements imposed under ss. 373.403-373.439 and any applicable county ordinance for loss of the value and functions from mining of the wetlands identified as rock mining supported and allowable areas of the Miami-Dade County Lake Plan adopted by s. 373.4149(1). In addition, it is the intent of the Legislature that the payment of the mitigation fee imposed by this section satisfy all federal mitigation requirements for the wetlands mined.

(8) If a general permit by the United States Army Corps of Engineers, or an appropriate long-term permit for mining, consistent with the Miami-Dade County Lake Belt Plan, this section, and ss. 373.4149, 373.4415, and 378.4115 is not issued on or before September 30, 2000, the fee imposed by this section is suspended until revived by the Legislature.

(9)(a) The interagency committee established in this section shall annually prepare and submit to the governing board of the South Florida Water Management District a report evaluating the mitigation costs and revenues generated by the mitigation fee.

(b) No sooner than January 31, 2010, and no more frequently than every 2 years thereafter, the interagency committee shall submit to the Legislature a report recommending any needed adjustments to the mitigation fee, including the annual escalator provided for in subsection (5), to ensure that the revenue generated reflects the actual costs of the mitigation.

History.—s. 2, ch. 99-298; s. 23, ch. 2000-197; s. 2, ch. 2006-13; s. 32, ch. 2010-205; s. 36, ch. 2010-225; s. 1, ch. 2012-107.

#### **APPENDIX B - Financial Statement**

(See Attachment)

#### **APPENDIX C – Receipts / Approved Expenditures Summary**

(See Attachment)

#### **APPENDIX D – LBMC Sub-Accounts Status Memos**

(See Attachment)

## APPENDIX B

Lake Belt Mitigation Trust Fund  
Financial Statement  
Year Ending December 31, 2012

	Lake Belt Mining Fee	Water Treatment Plant Upgrade Fee	Investment Income	Total Fees Plus Income	Approved Payments	Available Balance
<b>Year 2000</b>						
January	\$ 276,674		\$ 181	\$ 276,855		\$ 276,855
February	247,990		1,474	249,464		526,319
March	167,699		3,037	170,736		697,055
April	159,867		3,813	163,680		860,735
May	195,853		4,898	200,751		1,061,486
June	168,562		5,929	174,491		1,235,977
July	263,244		7,373	270,617		1,506,594
August	*		8,598	8,598		1,515,192
September	302,087		9,359	311,446		1,826,638
October	257,732		9,484	267,216		2,093,854
November	173,573		10,297	183,870		2,277,724
December	173,182		13,719	186,901		2,464,625
	2,386,463		78,162	2,464,625		
<b>Year 2001</b>						
January	108,739		12,855	121,594		2,586,219
February	92,523		11,240	103,763		2,689,982
March	214,087		13,438	227,525		2,917,507
April	212,656		12,335	224,991		3,142,498
May	170,744		13,272	184,016		3,326,514
June	224,087		9,705	233,792		3,560,306
July	*		12,920	12,920		3,573,226
August (A)	389,503		42,457	431,960		4,005,186
September	205,108		11,438	216,546		4,221,732
October	220,698		9,935	230,633		4,452,365
November	168,616		8,946	177,562		4,629,927
December	221,134		9,070	230,204		4,860,131
	2,227,895		167,611	2,395,506		
<b>Year 2002</b>						
January	181,259		10,337	191,596		5,051,727
February	182,742		8,154	190,896		5,242,623
March	219,362		9,560	228,922		5,471,545
April	144,300		9,603	153,903		5,625,448
May	230,099		10,586	240,685		5,866,133
June	271,439		10,659	282,098		6,148,231
July	253,744		11,018	264,762		6,412,993
August	194,939		16,488	211,427		6,624,420
September (B)	200,472		34,012	234,484		6,858,904
October	212,938		18,444	231,382		7,090,286
November	210,808		17,529	228,337		7,318,623
December	134,848		17,994	152,842		7,471,465
	2,436,950		174,384	2,611,334		

## APPENDIX B

Lake Belt Mitigation Trust Fund  
Financial Statement  
Year Ending December 31, 2012

	Lake Belt Mining Fee	Water Treatment Plant Upgrade Fee	Investment Income	Total Fees Plus Income	Approved Payments	Available Balance
<b>Year 2003</b>						
January	208,027		15,230	223,257		7,694,722
February	197,666		19,394	217,060		7,911,782
March	215,031		19,672	234,703		8,146,485
April	228,112		21,209	249,321		8,395,806
May	300,353		22,857	323,210		8,719,016
June	226,880		26,658	253,538	(129,464)	8,843,090
July	163,946		16,893	180,839		9,023,929
August	321,454		24,782	346,236		9,370,165
September (C)	184,487		(10,863)	173,624		9,543,789
October	296,066		24,144	320,210		9,863,999
November	182,957		16,452	199,409	(6,478,513)	3,584,895
December	236,978		9,408	246,386		3,831,281
	2,761,957		205,836	2,967,793	(6,607,977)	
<b>Year 2004</b>						
January	292,639		10,508	303,147		4,134,428
February	78,564		9,696	88,260		4,222,687
March	265,877		11,437	277,314		4,500,001
April	306,964		11,853	318,817		4,818,818
May	382,166		13,252	395,418	(807)	5,213,428
June	266,424		13,512	279,936		5,493,364
July	246,484		14,625	261,109		5,754,473
August	271,917		15,355	287,272		6,041,745
September	262,439		15,545	277,984		6,319,729
Adjustment (D)	-		(53,146)	(53,146)		6,266,583
October	277,685		29,552	307,237	(864,000)	5,709,820
November	200,441		17,291	217,732	(1,317)	5,926,235
December	257,522		22,956	280,478		6,206,713
	3,109,122		132,434	3,241,556	(866,124)	
<b>Year 2005</b>						
January	259,847		18,250	278,097		6,484,810
February	263,054		17,196	280,250	(3,995)	6,761,065
March	273,444		25,625	299,069		7,060,134
April	291,662		15,572	307,234		7,367,368
May	289,723		27,072	316,795		7,684,163
June	337,017		25,231	362,248		8,046,411
Adjustment (D)			(67,661)	(67,661)		7,978,750
July	287,218		24,592	311,810		8,290,560
August	284,984		27,975	312,959		8,603,519
September	279,133		32,050	311,183	(893)	8,913,809
Adjustment (D)			(52,881)	(52,881)		8,860,928
October	291,581		31,045	322,626		9,183,554
November	258,339		32,936	291,275	(1,296)	9,473,533
December	228,230		43,187	271,417		9,744,950
	3,344,232		200,189	3,544,421	(6,184)	

## APPENDIX B

Lake Belt Mitigation Trust Fund  
Financial Statement  
Year Ending December 31, 2012

	Lake Belt Mining Fee	Water Treatment Plant Upgrade Fee	Investment Income	Total Fees Plus Income	Approved Payments	Available Balance
<b>Year 2006</b>						
Adjustment (D)			(44,413)	(44,413)		9,700,537
January	253,031		60,768	313,799		10,014,336
February	297,359		15,098	312,457		10,326,793
March	314,301		35,521	349,822		10,676,615
Adjustment (D)			(34,333)	(34,333)		10,642,282
April	310,279		41,802	352,081	(1,105)	10,993,258
May	344,944			344,944		11,338,202
June	341,412		110,696	452,108	(3,785,199)	8,005,111
Adjustment (D)			(25,449)	(25,449)		7,979,662
July	342,536		43,130	385,666		8,365,328
August	336,125		42,040	378,165		8,743,493
September	290,928		54,157	345,085		9,088,578
Adjustment (D)			40,976	40,976		9,129,554
October	333,653		58,000	391,653	(978)	9,520,230
November	311,616		63,032	374,648		9,894,878
December	331,895		60,322	392,217	(2,363,982)	7,923,113
	3,808,079		521,348	4,329,427	(6,151,264)	
<b>Year 2007</b>						
Adjustment (D)			66,080	66,080		7,989,194
January	281,203		(565)	280,638	(978)	8,268,853
February			62,215	62,215		8,331,069
March	362,224		71,510	433,733		8,764,802
Adjustment (D)	478,805		1,795	480,600		9,245,402
April			68,127	68,127		9,313,529
May	404,802		112,389	517,191	(27,620)	9,803,100
June	435,942		74,016	509,958	(8,496,899)	1,816,159
Adjustment (D)	430,485		(50,524)	379,961	(1,211)	2,194,909
July			78,255	78,255	(19,452)	2,253,712
August	489,031		81,943	570,974	(237,036)	2,587,650
September	442,271		89,764	532,035		3,119,685
Adjustment (D)	444,092		72,014	516,106		3,635,791
October			67,596	67,596		3,703,387
November	473,511		54,356	527,867		4,231,254
December	359,414		59,750	419,164	(1,275)	4,649,143
Adjustment (D)	387,870		25,370	413,240		5,062,383
	4,989,649		934,092	5,923,741	(8,784,471)	
<b>Year 2008</b>						
January	383,715		54,702	438,416		5,500,800
February	331,462		47,753	379,215	(1,743)	5,878,273
March	454,863		49,368	504,231		6,382,504
Adjustment (D)			22,587	22,587		6,405,091
April	467,788		46,783	514,571	(1,211)	6,918,451
May	443,635		69,437	513,072	(105,270)	7,326,253
June	431,890		28,062	459,952	(15,000)	7,771,204
Adjustment (D)			(38,341)	(38,341)		7,732,863
July	417,579		26,245	443,825	(1,065)	8,175,622
August	411,110		29,025	440,135		8,615,757
September	399,271		10,847	410,118	(17,345)	9,008,530
Adjustment (D)			(44,832)	(44,832)		8,963,698
October	345,680		32,587	378,268		9,341,966
November	420,913		36,485	457,398		9,799,364
December	391,877		26,802	418,679	(3,584,412)	6,633,631
Adjustment (D)			(17,280)	(17,280)	(1,401)	6,614,949
	4,899,784		380,229	5,280,013	(3,727,447)	

## APPENDIX B

Lake Belt Mitigation Trust Fund  
Financial Statement  
Year Ending December 31, 2012

	Lake Belt Mining Fee	Water Treatment Plant Upgrade Fee	Investment Income	Total Fees Plus Income	Approved Payments	Available Balance
<b>Year 2009</b>						
January	317,141		22,359	339,500	(1,425)	6,953,024
February	298,385		15,770	314,155	(2,023,300)	5,243,879
March	387,449		22,560	410,009		5,653,889
Adjustment (D)			(10,540)	(10,540)		5,643,348
April	373,967		14,399	388,366	(200,000)	5,831,714
May	514,178		7,676	521,854	(1,211)	6,352,358
June	291,423		7,829	299,252		6,651,610
Adjustment (D)			3,151	3,151		6,654,761
July	375,170		14,058	389,228		7,043,989
August	410,553		15,175	425,728		7,469,717
September	343,028		70,241	413,269	(56,000)	7,826,986
October	361,952		31,352	393,304	(784)	8,219,506
November	358,216		18,764	376,980		8,596,486
December	318,110		12,718	330,828	(7,576,193)	1,351,121
Adjustment (D)			(10,874)	(10,874)		1,340,247
	4,349,570		234,641	4,584,211	(9,858,913)	
<b>Year 2010</b>						
January	337,976		10,634	348,609		1,688,857
February	319,785		8,935	328,720		2,017,577
March	332,366		5,556	337,923	(1,639)	2,353,861
Adjustment (D)			6,717	6,717		2,360,578
April	307,022		12,380	319,402		2,679,980
May	437,123		1,945	439,068		3,119,048
June	385,173		3,639	388,812		3,507,860
Adjustment (D)			11,228	11,228		3,519,088
July	376,073		3,460	379,533	(240,367)	3,658,254
August	385,990		3,360	389,350	(1,853)	4,045,752
September	399,365		15,001	414,366	(523)	4,459,596
Adjustment (D)			(5,759)	(5,759)		4,453,837
October	377,570		15,879	393,449		4,847,286
November	393,090		5,510	398,599	(2,666,070)	2,579,816
December	429,496		4,348	433,844	(100,270)	2,913,389
Adjustment (D)			(19,499)	(19,499)		2,893,890
	4,481,029		83,335	4,564,364	(3,010,721)	
<b>Year 2011</b>						
January	383,368		(7,021)	376,347		3,270,237
February	320,453		2,591	323,044	(713)	3,592,568
March	340,098		2,699	342,798		3,935,366
Adjustment (D)			69	69		3,935,435
April	357,546		3,881	361,427	(760)	4,296,102
May	443,707		5,395	449,102		4,745,204
June	397,558		7,372	404,930		5,150,133
Adjustment (D)			32,622	32,622		5,182,755
July	441,404		6,819	448,223		5,630,979
August	395,006		4,743	399,749	(641)	6,030,086
September	399,882		2,664	402,546		6,432,633
Adjustment (D)			45,862	45,862		6,478,495
October	454,116		12,791	466,906	(475)	6,944,926
November	439,158		9,242	448,400	(7,838,000)	(444,674)
December	367,447		3,824	371,271	(200,540)	(273,943)
Adjustment (D)			(11,134)	(11,134)		(285,077)
Escrow Account Reconciliations (E)	1,220		142	1,362	2,132	(281,583)
	4,740,963		122,561	4,863,524	(8,038,997)	

## APPENDIX B

Lake Belt Mitigation Trust Fund  
Financial Statement  
Year Ending December 31, 2012

	Lake Belt Mining Fee	Water Treatment Plant Upgrade Fee	Investment Income	Total Fees Plus Income	Approved Payments	Available Balance
<b>Year 2012</b>						
January	412,446		3,104	415,550		133,968
February	391,515		3,391	394,906		528,873
March	817,841		4,018	821,860	(1,045)	1,349,688
Adjustment (D)			6,126	6,126		1,355,814
April	705,909		2,679	708,589		2,064,403
May	834,441		2,034	836,474		2,900,877
June	780,085		2,883	782,967		3,683,845
Adjustment (D)			4,898	4,898		3,688,742
July	932,791	310,930	3,368	1,247,089		4,935,831
August	817,158	272,386	4,444	1,093,988		6,029,820
September	955,062	318,354	2,236	1,275,652		7,305,472
Adjustment (D)			14,237	14,237		7,319,709
October	1,164,569	388,190	11,706	1,564,464	(1,093)	8,883,081
November	1,165,352	388,451	10,102	1,563,904		10,446,985
December	1,311,292	437,097	6,872	1,755,261	(3,000,000)	9,202,246
Adjustment (D)			583	583		9,202,829
Escrow Account Reconciliations (E)			2,750	2,750		9,205,578
	10,288,460	2,115,408	85,431	12,489,299	(3,002,138)	
<b>TOTAL</b>	<b>\$ 53,824,153</b>	<b>\$ 2,115,408</b>	<b>\$ 3,320,253</b>	<b>\$ 59,259,814</b>	<b>\$ (50,054,236)</b>	

\* Payment for two months received in the next month.

(A) Includes monthly interest allocation of \$12,421 plus fair value adjustment (gain) of \$30,036

(B) Includes monthly interest allocation of \$13,463 plus fair value adjustment (gain) of \$20,549

(C) Includes monthly interest allocation of \$22,218 less fair value adjustment (loss) of \$33,081

(D) Represents Market Value Adjustments (unrealized gain (loss)).

(E) See 2011 Annual Report Appendices C and D for more detail

APPENDIX C

Receipts / Approved Expenditures Summary

Receipts / Approved Expenditures Through 2012

Year	Permit Table Estimated Mitigation Fee Collections	Estimated Mitigation Fee Running Total	Department of Revenue Mitigation Fee Deposits	Actual Mitigation Fee Running Total	Investment Income	Cash Receipts Running Total	Approved Expenditures	End of Year Balance	Payment Summary	Mitigation Acres
1999	487,813	487,813	*	0	*	0	0	0		
2000	1,950,000	2,437,813	2,386,463	2,386,463	78,162	2,464,625	0	2,464,625		
2001	2,181,684	4,619,497	2,227,895	4,614,358	167,611	4,860,131	0	4,860,131		
2002	2,297,314	6,916,811	2,436,950	7,051,308	174,384	7,471,465	6,607,977	863,488		1,075.9
2003	2,419,071	9,335,882	2,761,957	9,813,265	205,836	10,439,258	0	3,831,281	6,555,971	1,067.4
2004	2,547,282	11,883,164	3,109,122	12,922,387	132,434	13,680,814	866,124	6,206,713	491,360	159.5
2005	2,682,288	14,565,452	3,344,232	16,266,619	200,189	17,225,235	6,184	9,744,950	3,732,067	320.9
2006	2,824,449	17,389,901	3,808,079	20,074,698	521,348	21,554,662	6,151,264	7,923,113	-3,785,199	142.4
2007	2,974,145	20,364,046	4,989,649	25,064,347	934,092	27,478,403	8,784,471	5,062,383	-6,994,199	124.4
2008	3,131,775	23,495,821	4,899,784	29,964,131	380,229	32,758,416	3,727,447	6,614,949		10.0
2009	3,297,759	26,793,580	4,349,570	34,313,701	234,641	37,342,627	9,858,913	1,340,247		954.0
2010	3,472,540	30,266,120	4,481,029	38,794,730	83,335	41,906,991	3,010,721	2,893,890		1,554.3
<sup>1</sup> 2011	3,656,585	33,922,704	4,740,963	43,535,693	122,561	46,770,515	8,038,997	(281,583)		620.0
2012	3,838,769	37,761,473	12,403,868	55,939,561	85,431	59,259,814	3,002,138	9,205,578		787.0
<b>TOTAL</b>			<b>\$55,939,561</b>		<b>\$3,320,253</b>		<b>\$50,054,236</b>		<b>\$0</b>	<b>6,815.8</b>

\* 1999 & 2000 combined

<sup>1</sup> Approved expenditures from the Trust Fund represent committed funds for projects approved by the Committee. As of December 31, 2011, approximately \$4,000,000 of the approved \$8,038,997 in expenditures had been transferred from the Trust Fund, so the actual cash balance in the Fund at the end of the year was approximately \$3,700,000. The remaining approved 2011 expenditures were transferred from the Trust Fund in 2012.

**Summary of 2012 Expenditures/Mitigation Acres Approved by Committee**

	<u>Acres</u>	<u>Amount</u>
<b>1. SFWMD - C-139 Annex land acquisition, restoration and long-term management</b>		<b>\$ 3,000,000</b>
Mitigation Committee - December 2012		
Cost/WRAP Unit	\$15,248	
WRAP units	196.75 units	
Pennsuco WRAP score	0.25 units/acre	
Pennsuco equivalent mitigation acres = 196.75 / 0.25 =	<b>787.0</b>	
<b>2. Mitigation Committee Administrative Expenses</b>		<b>\$ 2,138</b>
<b>Total Pennsuco equivalent mitigation acres / Expenditures</b>	<b><u>787.0</u></b>	<b><u>\$ 3,002,138</u></b>

**Escrow account reconciliation deposits (see Appendix D)**

**1. Escrow account accrued interest through 9/30/2012** **\$ 2,750**

**8.5 Square Mile Area**

Mitigation Committee - December 2012

A motion was approved that the previously approved mitigation acres should be removed from the mitigation ledger in the Annual Report until the future direction of the project is determined.

	Mitigation acres		
	Total	8.5 SMA	Remaining
2008	231.1	221.1	10.0
2009	1,210.7	256.7	954.0
<b>Total</b>		477.8	

The remaining mitigation acres for 2008 and 2009 are reflected in Table 2 and the Appendix C summary table.

Attachment: ca\_wr\_100\_LBMCAnnualReport2012 (Resolution No. 2013 - 0402 : Approval of the Lake Belt Mitigation Committee Annual Report

*MacVicar Consulting, Inc.**4524 West Gun Club Road, Suite 201, West Palm Beach FL 33415 (561) 689-1708*

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To : Marjorie Moore  
From : Jeff Rosenfeld  
on behalf of the Miami-Dade Limestone Products Association  
Date : May 23, 2012  
Subject: Lake Belt Mitigation Committee - Dade-Broward Levee sub-accounts

As per our discussion, we would like to close the LBMC subaccount for the Dade-Broward Levee projects approved by the Mitigation Committee in November 2010. All of the projects have been completed. As shown on the attached summary, the approved funds have been invoiced and there are no funds remaining in the subaccount.

Due to the uncertainties in site access and drilling depths, the Mitigation Committee approved a 15% contingency for the Dade-Broward Levee drilling project. An invoice for \$5005.00 for 65 feet of coring beyond the original cost proposal was submitted and paid through a separate check request (\$5005.00) in June 2011. The remaining contingency funding was not needed.

Summary reports on the Dade-Broward Levee drilling and Miami Canal Acoustic Velocity Meter (AVM) calibration projects have been prepared by Hydrologic Associates. Copies of the reports are attached for the District's files.

Please contact us if you need any additional information. Thank you.

May 2012

Dade-Broward Levee Projects - FY 11 (Approved by Mitigation Committee November 2010)

December 2010 check request		\$	141,200.00
Dade-Broward Levee drilling project	\$	119,000.00	
Miami Canal flowmeter calibration	\$	18,600.00	
Staff gauge installation at hydrology stations	\$	3,600.00	

<u>Invoices</u>	<u>Invoices</u>	<u>Balance</u>
November 30, 2010 invoice Locher Environmental - staff gauges submitted with hydrologic monitoring invoice	\$ 3,600.00	\$ 137,600.00
May 26, 2011 invoice Hydrologic Associates - drilling 70% completion of scope of work	\$ 83,300.00	\$ 54,300.00
June 15, 2011 invoice Hydrologic Associates - drilling 90% completion of scope of work	\$ 23,800.00	\$ 30,500.00
August 8, 2011 invoice Hydrologic Associates - drilling 100% completion of scope of work	\$ 11,900.00	\$ 18,600.00
January 27, 2012 invoice Hydrologic Associates - Miami Canal AVM 70% completion of scope of work	\$ 13,020.00	\$ 5,580.00
March 12, 2012 invoice Hydrologic Associates - Miami Canal AVM 100% completion of scope of work	\$ 5,580.00	\$ 0.00
Total	\$ 141,200.00	\$ 0.00

Approved drilling project included 15% contingency (\$17,850) due to uncertainties in access and depths

June 17, 2011 invoice Additional 65 feet of coring remaining contingency funding not needed.	\$ 5,005.00	
June 2011 check request		\$ 5,005.00

To : Marjorie Moore  
From : Jeff Rosenfeld  
on behalf of the Miami-Dade Limestone Products Association  
Date : December 4, 2012  
Subject: Lake Belt Mitigation Committee Trust Account – Accrued Interest

Per the SFWMD-MDLPA agreement, accrued interest in the Greenberg Traurig escrow account is to be returned to SFWMD for deposit into the Lake Belt Mitigation Trust Fund. Greenberg Traurig reports that a total of \$2,750.41 of interest was earned in the escrow account during the period from October 1, 2011 through September 30, 2012. We plan on submitting an accrued interest check to SFWMD annually.

Attached for deposit to the Lake Belt Mitigation Trust Fund is a check for the 2012 accrued interest earned in the Greenberg Traurig escrow account.

**MEMORANDUM**

**TO:** Governing Board Members

**FROM:** Tommy Strowd, Director, Operations, Maintenance & Construction

**DATE:** April 11, 2013

**SUBJECT:** Approve the release of District Canal Reservations and TIITF Canal Reservations

**BACKGROUND INFORMATION:** Canal reservations evolved from efforts to provide infrastructure, without cost to the taxpayers, to carry out drainage and reclamation projects, and provide roads. Many, but not all, conveyances of land by the State of Florida through the Trustees of the Internal Improvement Fund (TIIF), Trustees of the Internal Improvement Trust Fund (TIITF) and the Everglades Drainage District (EDD), a predecessor to the South Florida Water Management District, reserved rights to construct future water control works, percentages of the mineral rights, together with the right of ingress, egress and exploration, and reservations for State and County road rights-of-way.

The District routinely receives applications for releases of these reservations from landowners, attorneys, title companies and lending institutions, who consider the reservations to be title defects; applications are processed by the Real Estate Management Section. Applications are reviewed by appropriate District personnel and applicable local governmental agencies to determine that there is no present or future need for the canal reservation. Also, TIITF requires the District to review and issue a written approval to the Department of Environmental Protection (DEP) prior to releasing TIITF canal reservations.

**CONSIDERATIONS:** See Exhibit "A" attached hereto and made a part hereof, which contains the details of releases and approvals to be approved and issued.

**AUTHORIZATION:** Pursuant to Section 373.096 of the Florida Statutes, the Governing Board of the District may release any reservation for which it has no present or apparent use under terms and conditions determined by the Board.

**FISCAL IMPACT:** None; reservations were acquired at no cost to the District.

**RECOMMENDATION:** A Resolution of the Governing Board of the South Florida Water Management District approving release of District canal reservations, and release of Trustees of the Internal Improvement Trust Fund canal reservations; providing an effective date.

**EXHIBIT "A"**

File No.: 18524  
 Applicant: Transatlantic Pine Island Property, LLC, a Delaware limited liability company  
 Reserving Deed: T-168 (DB 29-228, 10/31/1921)  
 Fee paid: \$250.00  
 Action: Approve release of District canal reservations  
 Acres: 2.92 acres, more or less  
 Legal Description: Portion of Tract 809, JACARANDA PARCEL 809, PB 97-1, Section 9, Township 50 South, Range 41 East  
 Location: 300 S. Pine Island Road, Plantation, Broward County  
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office of Everglades Policy and Coordination, and Old Plantation Drainage District

File No.: 18525  
 Applicant: Sawgrass 17 Acres Partnership, a Florida general partnership  
 Reserving Deed: E-665 (DB 13-228, 6/14/1920)  
 Fee paid: \$250.00  
 Action: Approve release of District canal reservations  
 Acres: 6.94 acres, more or less  
 Legal Description: Parcel D, METROPICA PLAT, PB 179-70, Section 26, Township 49 South, Range 40 East  
 Location: Sawgrass Mills Circle, Sunrise, Broward County  
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section and Office of Everglades Policy and Coordination

File No.: 18526  
 Applicant: The Fountain Ranch, LLC, a Florida limited liability company  
 Reserving Deed: TIITF 16198-K-95 (DB 46-250 (Dade), 12/24/1908)  
 Fee paid: \$250.00  
 Action: Approve release of District canal reservations  
 Acres: 14.14 acres, more or less  
 Legal Description: Portion of Tracts 3, 4 and 5, FLORIDA FRUIT LANDS SUBDIVISION NO. 1, PB 2D-17, Section 21, Township 50 South, Range 40 East  
 Location: 28014 S.W. 148th Avenue, Davie, Broward County  
 Reviewed by: Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office

of Everglades Policy and Coordination, and Central Broward  
Drainage District

File No.: 2-13-1  
Applicant: Airport North Industrial, Inc., a Florida corporation  
Reserving Deed: TIITF 16284 (DB 50-407, 5/28/1910)  
Fee paid: \$250.00  
Action: Approve release of TIITF canal reservations  
Acres: 40 acres, more or less  
Legal Description: Portion of Tract A, EB PROPERTIES SUBDIVISION, PB 159-16,  
Section 10, Township 53 South, Range 40 East  
Location: NW 87<sup>th</sup> Avenue and NW 74<sup>th</sup> Street, Medley, Miami-Dade County  
Reviewed by: Water Supply Development Section, Right of Way Section,  
Environmental Resource Permitting Bureau, Survey Section, Office  
of Everglades Policy and Coordination, and Miami-Dade County

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**Resolution No. 2013 - 0403**

**A Resolution of the Governing Board of the South Florida Water Management District approving Release of District Canal Reservations and Release of Trustees of the Internal Improvement Trust Fund Canal Reservations; providing an effective date. (OMC, Kathy Massey, ext. 6835)**

**WHEREAS**, certain underlying landowners have requested that the South Florida Water Management District (“District”) release certain canal reservations and approve release of certain Trustees of the Internal Improvement Trust Fund (“TIITF”) canal reservations;

**WHEREAS**, the District is empowered to grant such releases and approvals pursuant to Section 373.096, Florida Statutes;

**NOW THEREFORE, BE IT RESOLVED** by the Governing Board of the South Florida Water Management District:

**Section 1.** The Governing Board of the South Florida Water Management District hereby approves the release of District canal reservations and TIITF canal reservations, as described in Exhibit “A”, attached hereto and made a part hereof.

**Section 2.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 11<sup>th</sup> day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_ Chairman

Attest:

Legal form approved:  
By:

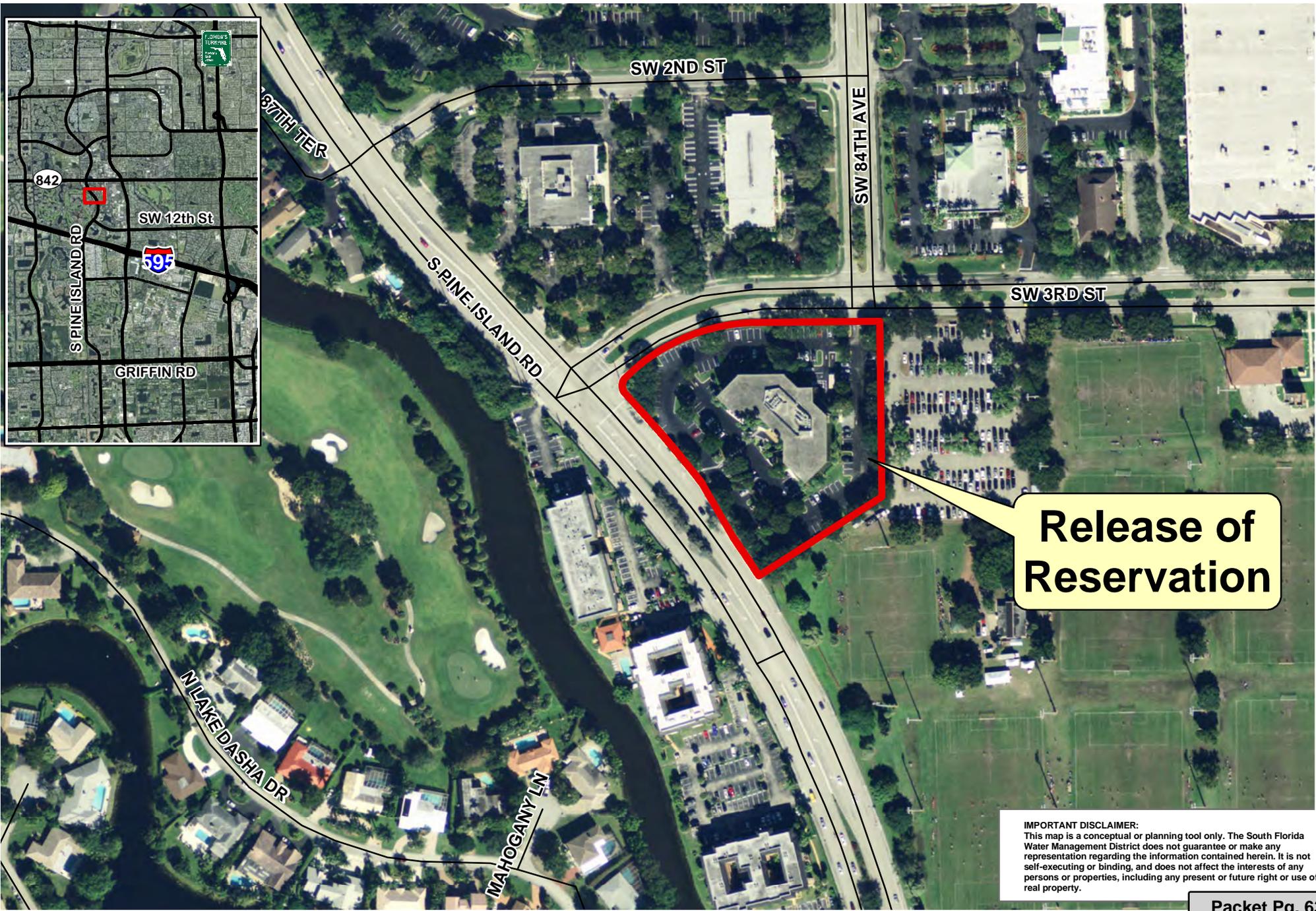
\_\_\_\_\_ District Clerk/Secretary

\_\_\_\_\_ Office of Counsel

Print name:  
\_\_\_\_\_

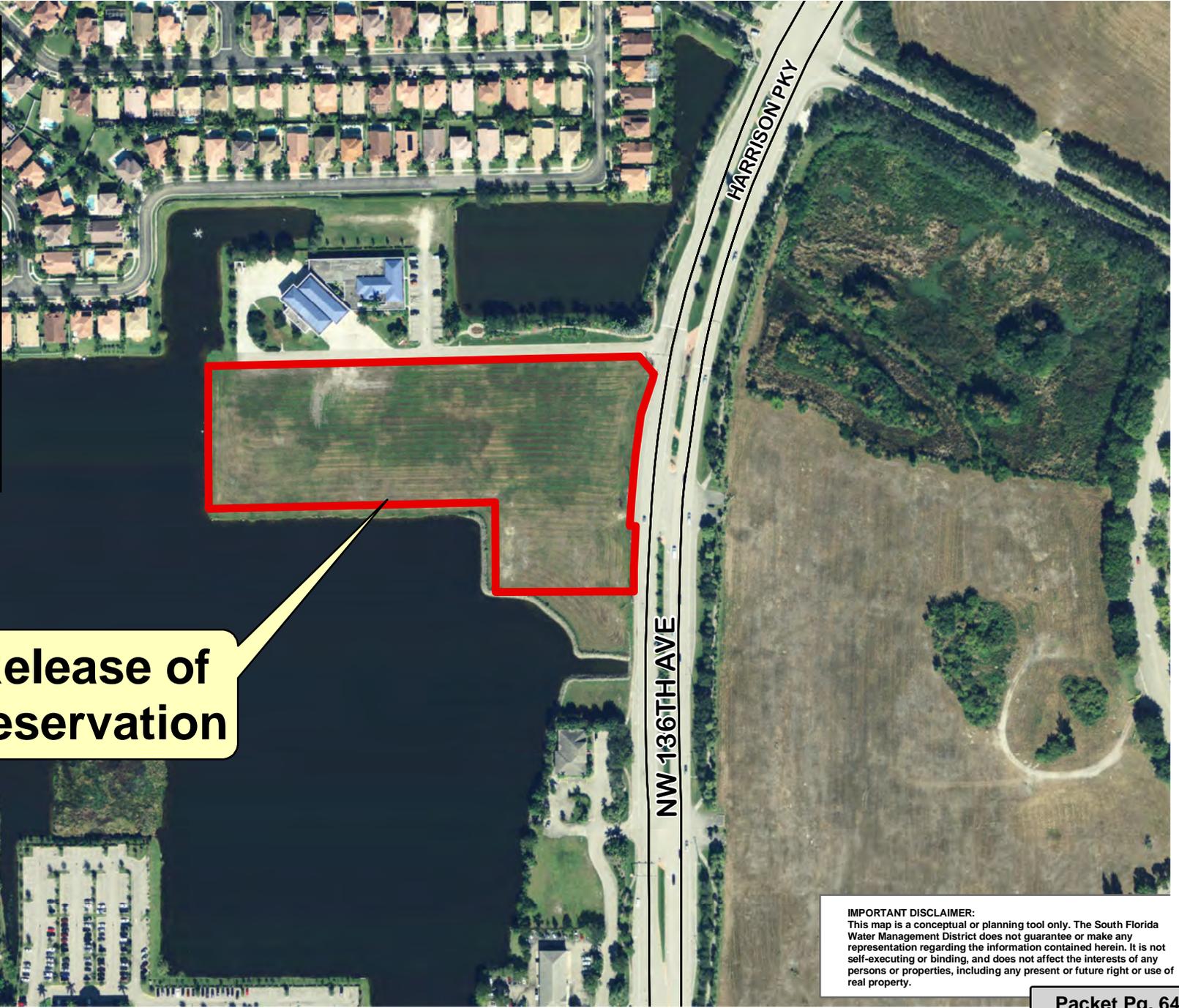


# 18524 Broward County



Attachment: GB\_2013-3-25\_18524 (Resolution No. 2013 - 0403 : Approve the release of District Canal

# 18525 Broward County



**Release of  
Reservation**

**IMPORTANT DISCLAIMER:**  
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right or use of real property.

# 18526 Broward County



**Release of  
Reservation**

**IMPORTANT DISCLAIMER:**  
This map is a conceptual or planning tool only. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right of use of real property.

Attachment: GB\_2013-3-25\_18526 (Resolution No. 2013 - 0403 : Approve the release of District Canal

**EXHIBIT "A"****RELEASE DISTRICT CANAL RESERVATIONS:**

File No.: 18524  
 Applicant: Transatlantic Pine Island Property, LLC, a Delaware limited liability company  
 Reserving Deeds: T-168 (DB 29-228, 10/31/1921)  
 Acres: 2.92 acres, more or less  
 Legal Description: Portion of Tract 809, JACARANDA PARCEL 809, PB 97-1, Section 9, Township 50 South, Range 41 East  
 Location: 300 S. Pine Island Road, Plantation, Broward County

File No.: 18525  
 Applicant: Sawgrass 17 Acres Partnership, a Florida general partnership  
 Reserving Deed: E-665 (DB 13-228, 6/14/1920)  
 Acres: 6.94 acres, more or less  
 Legal Description: Parcel D, METROPICA PLAT, PB 179-70, Section 26, Township 49 South, Range 40 East  
 Location: Sawgrass Mills Circle, Sunrise, Broward County

File No.: 18526  
 Applicant: The Fountain Ranch, LLC, a Florida limited liability company  
 Reserving Deeds: TIITF 16198-K-95 (DB 46-250 (Dade), 12/24/1908)  
 Acres: 14.14 acres, more or less  
 Legal Description: Portion of Tracts 3, 4 and 5, FLORIDA FRUIT LANDS SUBDIVISION NO. 1, PB 2D-17, Section 21, Township 50 South, Range 40 East  
 Location: 28014 S.W. 148<sup>th</sup> Avenue, Davie, Broward County

**APPROVE RELEASE OF TIITF CANAL RESERVATIONS:**

File No.: 2-13-1  
 Applicant: Airport North Industrial, Inc., a Florida corporation  
 Reserving Deed: TIITF 16284 (DB 50-407, 5/28/1910)  
 Acres: 40 acres, more or less  
 Legal Description: Portion of Tract A, EB PROPERTIES SUBDIVISION, PB 159-16, Section 10, Township 53 South, Range 40 East  
 Location: NW 87th Avenue and NW 74th Street, Medley, Miami-Dade County

**MEMORANDUM**

**TO:** Governing Board Members

**FROM:** Tommy Strowd, Director, Operations, Maintenance & Construction

**DATE:** April 11, 2013

**SUBJECT:** License Agreement with National Park Service - L-28 Interceptor Levee

**Background:**

The Florida Department of Transportation recently completed construction of entrance and exit ramps, a public access site, and a parking area on the north side of I-75 in Collier County to provide public access to the Addition Lands Unit of the Big Cypress National Preserve. The National Park Service has requested the District allow National Park Service staff, contractors, and the general public to operate motorized vehicles from the access site onto sections of the L-28 Interceptor levee within the boundaries of the Big Cypress National Preserve to improve access to remote portions of the Addition Lands. District staff has prepared a License Agreement to accommodate this request and authorize vehicular access on portions of the L-28 Interceptor to improve access to public lands managed by the National Park Service. In addition, this Governing Board action, will affirmatively open the subject portions of the L-28 Interceptor levee as a roadway for public use.

**How this helps meet the District's 10-year Strategic Plan:**

Approval of this item demonstrates a commitment to develop and manage appropriate resource based recreation in support of the District's 10-Year Strategic Plan and will enhance recreational opportunities on public lands.

**Funding Source:**

This item does not require the expenditure of additional District funds.

**This Board item impacts what areas of the District, both resource areas and geography:**

The License Agreement pertains to portions of the L-28 Interceptor levee located in Collier County within the Big Cypress National Preserve and would impact the Land Resources and Field Operations North Bureaus within the Operations, Maintenance, and Construction Division.

**What concerns could this Board item raise?**

Approval of this item could increase future maintenance needs on the L-28 Interceptor levee as a result of increased use by motorized vehicles. The License Agreement addresses the possibility of increased maintenance and, although the National park Service is under no obligation to take any action, the National Park Service agrees to

cooperate in good faith with the District to complete any maintenance activities that may become necessary as a result of the proposed vehicular use.

**Why should the Governing Board approve this item?**

This License Agreement would improve access and expand recreational opportunities within the Big Cypress National Preserve for the benefit of the public.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### Resolution No. 2013 - 0404

**A Resolution of the Governing Board of the South Florida Water Management District approving entering into a 50-year license agreement with the National Park Service for purposes of providing public access into the Big Cypress Preserve across portions of the L-28 Interceptor levee in Sections 4, 5, 9, 10, 14, 15, 22, 23, 25, 26, 35 and 36, Township 49 South, Range 34 East, Collier County; Sections 1 and 2, Township 50 South, Range 34 East, Collier County; and affirmatively opening the subject portions of the L-28 Interceptor levee as a roadway for public use; providing an effective date. (Contract No. 460002835) (OMC, Steve Coughlin, ext. 2603)**

**WHEREAS**, the District operates and maintains the levee known as the “L-28 Interceptor”, portions of which are located within Sections 4, 5, 9, 10, 14, 15, 22, 23, 25, 26, 35 and 36, Township 49 South, Range 34 East, Collier County and Sections 1 and 2, Township 50 South, Range 34 East, Collier County ; and

**WHEREAS**, the L-28 Interceptor levee is part of the Central and Southern Florida Flood Control Project and therefore is subject to the jurisdiction of the United States Army Corps of Engineers (“USACE”), and has been adopted by the District as a “Work of the District”; and

**WHEREAS**, pursuant to Rule 40E-7.521(25), F.A.C., levees adopted by the District as “Works of the District” are considered “Rights of Way” for purposes of Rule 40E-7.5381, F.A.C., concerning public access to and recreational use of the District Rights of Way; and

**WHEREAS**, Rule 40E-7.5381(4), F.A.C., specifically prohibits the operation of a motor vehicle, off highway vehicle and all terrain vehicle on District Rights of Way that have not been affirmatively opened as a roadway or a parking area for public use; and

**WHEREAS**, the National Park Service (NPS) owns and manages certain property commonly referred to as the Big Cypress Preserve (the “Preserve”); and this License is entered into pursuant to the National Park Service Organic Act, 16 U.S.C. 1.

**WHEREAS**, the Preserve, through which portions of the L-28 Interceptor levee crosses, is also established by the Florida Fish and Wildlife Conservation Commission as the Big Cypress Wildlife Management Area;

**WHEREAS**, the NPS desires to utilize the subject portions of the L-28 Interceptor levee for the purpose of allowing public access, as well as access by the NPS for management of the Preserve, including vehicular access, thereon to provide access to portions of the Preserve that are otherwise difficult to reach; and

**WHEREAS**, the District is amenable to granting access to the NPS and the public on, over and across the subject portions of the L-28 Interceptor levee for the purpose of allowing public access to the Preserve for recreational purposes and NPS access for management purposes, thereon to expand access to portions of the Preserve that are otherwise difficult to reach, subject to the extent of the District's interest in and to the subject portions of the L-28 Interceptor levee and subject to those certain terms and conditions set forth in the License Agreement; and

**WHEREAS**, the NPS is amenable to accepting such access, subject to those certain terms and conditions set forth in the License Agreement; and

**WHEREAS**, pursuant to Section 373.056(4) the District may convey to any government entity rights in land owned by the District not required for its purposes under such terms and conditions as the Governing Board determines, and pursuant to Section 373.083(1) the Governing Board is authorized to contract with public agencies.

**NOW THEREFORE, BE IT RESOLVED**, by the Governing Board of the South Florida Water Management District:

**Section 1.** The Governing Board of the South Florida Water Management District hereby approves entering into a License Agreement with the National Park Service for purposes of providing public access to the Big Cypress Preserve across portions of the L-28 Interceptor levee in Sections 4, 5, 9, 10, 14, 15, 22, 23, 25, 26, 35 and 36, Township 49 South, Range 34 East, Collier County and Sections 1 and 2, Township 50 South, Range 34 East, Collier County for a term ending April 11, 2063 unless sooner terminated by either party, in substantially the form attached hereto and made a part hereof as Exhibit "A".

**Section 2.** The Governing Board of the South Florida Water Management District hereby authorizes the Chairman to execute the License Agreement.

**Section 3.** The Governing Board of the South Florida Water Management District hereby affirmatively opens the subject portions of the L-28 Interceptor levee as a roadway for public use.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 11th day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_  
Chairman

Attest:

Legal form approved:  
By:

\_\_\_\_\_  
District Clerk/Secretary

\_\_\_\_\_  
Office of Counsel

Print name:  
  
\_\_\_\_\_

# Exhibit "A"

License Agreement Between the  
South Florida Water Management District  
and  
National Park Service

4600002835

**LICENSE  
AGREEMENT  
BETWEEN THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
AND  
NATIONAL PARK SERVICE**

ORIGINAL

This License Agreement (the “**LICENSE**”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (“**DISTRICT**”), and the **NATIONAL PARK SERVICE**, an agency of the United States of America (“**NPS**”)

WITNESSETH:

WHEREAS, pursuant to that certain Easement Deed dated April 18, 1967 and recorded in Official Record Book 238, Page 165, of the public records of Collier County, Florida, the **DISTRICT** is the owner and holder of certain easement interests for any and all purposes connected with the construction, maintenance and operation of the Levee 28 Interceptor Canal with respect to certain real property located in Sections 5, 9, 15, 23, 25 and 35, Township 49 South, Range 34 East, Collier County, Florida, and Section 1, Township 50 South, Range 34 East, Collier County, Florida, all as identified on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, pursuant to that certain Easement dated June 8, 1965 and recorded in Official Record Book 193, Page 567, of the public records of Collier County, Florida, the **DISTRICT** is the owner and holder of certain easement interests for any and all purposes connected with the construction, maintenance and operation of the Levee 28 Interceptor Canal with respect to certain real property located in Section 1, Township 50 South, Range 34 East, Collier County, Florida, and Section 36, Township 49 South, Range 34 East, Collier County, Florida, all as identified on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the **DISTRICT** is the owner of certain real property located in Sections 4, 10, 14, 22, 26 and 36, Township 49 South, Range 34 East, all as identified as “SFWMD Fee Ownership” on Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the easement areas and the SFWMD Fee Ownership referenced above and identified on Exhibit “A”, attached hereto and made a part hereof, may sometimes hereinafter be collectively referred to as the “Premises”; and

WHEREAS, the **DISTRICT** operates and maintains that portion of the levee known as the “L-28 Interceptor” located on the Premises; and

WHEREAS, the L-28 Interceptor levee is part of the Central and Southern Florida Flood Control Project and therefore is subject to the jurisdiction of the United States Army Corps of Engineers (“USACE”), and has been adopted by the **DISTRICT** as a “Work of the District”; and

WHEREAS, pursuant to Rule 40E-7.521(25), F.A.C., levees adopted by the **DISTRICT** as “Works of the District” are considered “Rights of Way” for purposes of Rule 40E-7.5381, F.A.C., concerning public access to and recreational use of the **DISTRICT**’s Rights of Way; and

WHEREAS, Rule 40E-7.5381(4), F.A.C., specifically prohibits the operation of a motor vehicle, off highway vehicle and all terrain vehicle on **DISTRICT** Rights of Way that have not been affirmatively opened to the public as a roadway or parking area; and

WHEREAS, the **NPS** owns and manages certain property located adjacent to the Premises commonly referred to as the Big Cypress Preserve (the “Preserve”); and this License is entered into pursuant to the National Park Service Organic Act, 16 U.S.C. 1; and

WHEREAS, the Preserve, through which the Premises crosses, is also established by the Florida Fish and Wildlife Conservation Commission as the Big Cypress Wildlife Management Area; and

WHEREAS, the **NPS** desires to utilize the Premises for the purpose of allowing public access, as well as access by the **NPS** for management of the Preserve, including vehicular access, thereon to provide access to portions of the Preserve that are otherwise difficult to reach; and

WHEREAS, the **DISTRICT** is amenable to granting access to the **NPS** and the public on, over and across the Premises for the purpose of allowing public access to the Preserve for recreational purposes and **NPS** access for management purposes, thereon to expand access to portions of the Preserve that are otherwise difficult to reach, subject to the extent of the **DISTRICT**’s interest in and to the Premises and subject to those certain terms and conditions set forth herein below; and

WHEREAS, the **NPS** is amenable to accepting such access, subject to those certain terms and conditions set forth herein below.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. Commencing on April 12, 2013, the **NPS** is hereby permitted to utilize the Premises, at the will of the **DISTRICT**, in its sole discretion, at no cost to the **DISTRICT**, for the purpose of allowing non-exclusive public access thereon to and from the adjacent Preserve, as well as non-exclusive access by the **NPS** to and from the adjacent Preserve for maintenance and management purposes. The **DISTRICT** and **NPS** shall each have the unilateral right, in its sole and absolute discretion, to terminate this **LICENSE** upon sixty (60) days notice to the other party. If this **LICENSE** is not revoked, this **LICENSE** shall expire upon April 11, 2063. The **DISTRICT** shall have the undisputed right to access the Premises at any time.
2. Allowed vehicular access shall be limited to licensed and registered vehicles and all terrain vehicles and swamp buggies as permitted by **NPS** for use within the Preserve. The use of

trailers by the public is prohibited on the Premises unless otherwise authorized by the **DISTRICT**.

3. The **NPS** is hereby noticed that prior to the placement of additional facilities or alterations to the existing levee or Premises, a Right of Way Occupancy Permit shall first be obtained from the **DISTRICT** pursuant to Chapter 40E-6, F.A.C. There is no representation, guaranty or assurance made by the **DISTRICT** that the **DISTRICT'S** Governing Board will in fact approve the issuance of any required **DISTRICT** permits, and there is no obligation on the part of the **DISTRICT'S** Governing Board to approve the issuance of any required **DISTRICT** permits. The **DISTRICT'S** review process for any required permits will be done separate, independent and unfettered of the fact that the **DISTRICT** has agreed to this **LICENSE** and shall be in accordance with the **DISTRICT'S** applicable rules.

4. **NPS** hereby acknowledges and agrees that the current condition of the Premises is as described in: (a) the latest USACE Periodic Inspection Report dated November 15, 2012 (hereinafter referred to as "USACE Inspection Report") and (b) as depicted in the video inspection performed by the **DISTRICT** identified as L-28I Video Inspection and dated February 25, 2013 (hereinafter referred to as "Video Inspection"). The condition of the Premises as established by the USACE Inspection Report and the Video Inspection is hereinafter referred to as the "Baseline Condition". Furthermore, **NPS** hereby acknowledges that the **DISTRICT'S** current level of maintenance with respect to the Premises includes grading the levee within the Premises approximately 4 times per year (hereinafter referred to as "Baseline Maintenance"), and that the **DISTRICT** expects to maintain, but not exceed, this level of maintenance, dependent upon and subject to annual budgetary appropriations. Should the activities authorized by this **LICENSE** on or within the Premises or maintenance of same, as is reasonably determined by the **DISTRICT**, either: (i) cause or contribute to unnatural shoaling, erosion or wash-outs of the **DISTRICT'S** right of way, levee, berm or side slope of the canal, or the Premises is otherwise degraded, such that the Premises is degraded from the Baseline Condition, or (ii) require maintenance in addition to the Baseline Maintenance, then upon notification from the **DISTRICT**, **NPS**, although under no obligation to take any action, agrees to cooperate in good faith with the **DISTRICT** to restore and maintain the Premises to the Baseline Condition. **NPS** shall not be responsible for repair, replacement, or necessary restoration due to natural causes or use of the Premises for purposes other than access to the Preserve by the general public or **NPS** employees. However, **NPS** shall be responsible for the removal of all materials, trash and debris from the Premises attributed to the activities authorized by this **LICENSE**.

5. The **NPS** shall take all necessary measures, including the installation of gates if necessary, to preclude unauthorized vehicles from accessing other portions of the L-28 Interceptor not contained within the Premises. Notwithstanding anything contained herein to the contrary, at no time, shall any vehicles be parked in a manner that obstructs the L-28 Interceptor levee road or interferes with the **DISTRICT'S** operation, maintenance, repair, replacement or use of the L-28 Interceptor Levee, including the Premises and any portion of the L-28 Interceptor levee road outside of the Premises. In addition, at no time, shall any vehicles be parked waterward of the L-28 Interceptor levee road along the canal bank or berm.

6. The **NPS**, at its sole cost and expense, shall install and maintain speed limit signs and cooperate with the Florida Fish and Wildlife Conservation Commission to enforce speed limits

for vehicular use within the Premises in accordance with normal speed limits established for the Preserve.

7. The discharge of fireworks, hunting, and overnight camping are prohibited on the Premises.

8. It is recognized that the Florida Fish and Wildlife Conservation Commission has law enforcement jurisdiction and rule making authority with respect to the Premises. The NPS law enforcement section shall cooperate with the Florida Fish and Wildlife Conservation Commission in enforcing the conditions of this **LICENSE** where NPS has jurisdiction.

9. No vehicular maintenance/repair activities or substances or parts associated with the repair or maintenance of vehicles/equipment shall take place, be used, stored or discarded within the Premises nor shall the Premises be used for storage or parking of equipment, associated machinery or construction trailers.

10. In keeping with Rule 40E-7.537, F.A.C., whereby the building of fires on the Premises in places "other than a grill, fireplace, or fire ring provided by the **DISTRICT** is prohibited, the parties hereto acknowledge and agree that nothing contained in this **LICENSE** is intended to, nor shall be construed to, allow the building of fires on the Premises.

11. This license does not require the NPS to take any actions contrary to the Anti-Deficiency Act, 31 U.S.C. 1341.

12. All notices, demands, and other communications to the NPS under this **LICENSE** shall be in writing and shall be deemed received if sent by certified mail return receipt requested, any form of overnight mail service or personally delivered to:

Big Cypress National Preserve  
Attn: Pedro M. Ramos  
33100 Tamiami Trail East  
Ochopee, FL 34141-1000

All notices to the **DISTRICT** under this **LICENSE** shall be in writing and shall be deemed received if sent by certified mail return receipt requested, any form of overnight mail service or personally delivered to:

South Florida Water Management District  
3301 Gun Club Road  
Procurement Bureau  
Attn: Marilyn Ivory  
Post Office Box  
West Palm Beach, FL 33416-4680

The NPS shall reference the **DISTRICT**'s Contract Number 4600002835 on all correspondence submitted to the **DISTRICT**.

In addition, in conjunction with the execution by the NPS of this LICENSE, the NPS shall provide to the DISTRICT a contact number available twenty four (24) hours, seven (7) days a week in the event of an emergency.

13. The DISTRICT makes no warranties or representations as to its interest in the Premises, or that the Premises are safe or suitable for use by the NPS or the public. The NPS acknowledges that it accepts the Premises in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition. The DISTRICT makes no other representations regarding these facts. The DISTRICT will not honor any claims for lost personal property, fixtures, equipment or the inability to access the Premises due to elevated water levels. The DISTRICT will not adjust its operational water schedules or water levels or construction schedule to insure that the Premises are not affected by the water levels or construction activities.

14. The NPS's use of the Premises shall be subordinate to the DISTRICT's use of such lands and, in the event the NPS's rights hereunder conflict with or impair the DISTRICT's use of the Premises or such surrounding property, the DISTRICT's intended use thereof shall supersede the NPS's rights hereunder.

15. The DISTRICT does not own the underlying fee title to the entire Premises and, therefore, grants this LICENSE only to the extent of its interest in the Premises.

16. The NPS shall neither engage in, nor permit, any business or other activity on the Premises not expressly authorized in writing by the DISTRICT. Furthermore, NPS shall not charge any fee for use of the Premises.

17. Throughout the term of this LICENSE, the NPS shall cause each of its contractors, if any, to (i) provide a certificate of insurance evidencing worker's compensation insurance in the amount prescribed by Chapter 440, Florida Statutes, and comprehensive general liability insurance in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) combined single limit which shall name the DISTRICT as an additional insured and (ii) to repair any damage to the Premises resulting from the contractors entry onto the Premises. Further, as an inducement to the DISTRICT entering into this LICENSE, the NPS agrees it is liable for personal injury and property damage under the Federal Tort Claims Act, 28 U.S.C. 2671-2680, for the negligent acts or omissions of its employees, committed in the course and scope of their employment, in instances where a private party would be liable under the laws of the state where the negligent act or omission occurred.

18. Miscellaneous Provisions.

a. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

b. Time. Time is of the essence with regard to every term, condition, covenant and provision set forth in this LICENSE. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

c. Severability. If any provision of this **LICENSE** or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this **LICENSE** may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

d. Counterparts. This **LICENSE** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this **LICENSE** and any signatures hereon shall be considered for all purposes as originals.

e. Interpretation. This **LICENSE** shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this **LICENSE** or any part thereof to be drafted.

f. Handwritten Provisions. Handwritten provisions inserted in this **LICENSE** and initialed by the parties hereto shall control all printed provisions in conflict therewith.

g. Entire Agreement. This **LICENSE** contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this **LICENSE** shall be binding upon any of the parties. No modification or change in this **LICENSE** shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

h. Assignability. This **LICENSE** may not be assigned by **NPS** without the **DISTRICT'S** prior written consent.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this License Agreement on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ATTEST:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary  
  
(SEAL)

*Marilyn Ivory*  
Procurement Approved *mm*

LEGAL FORM APPROVED BY SFWMD OFFICE OF COUNSEL

By: *[Signature]*  
Date: *3/19/13*

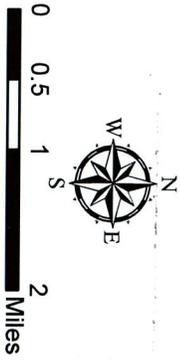
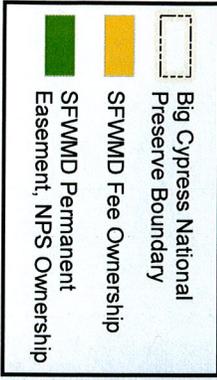
NATIONAL PARK SERVICE  
BIG CYPRESS PRESERVE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

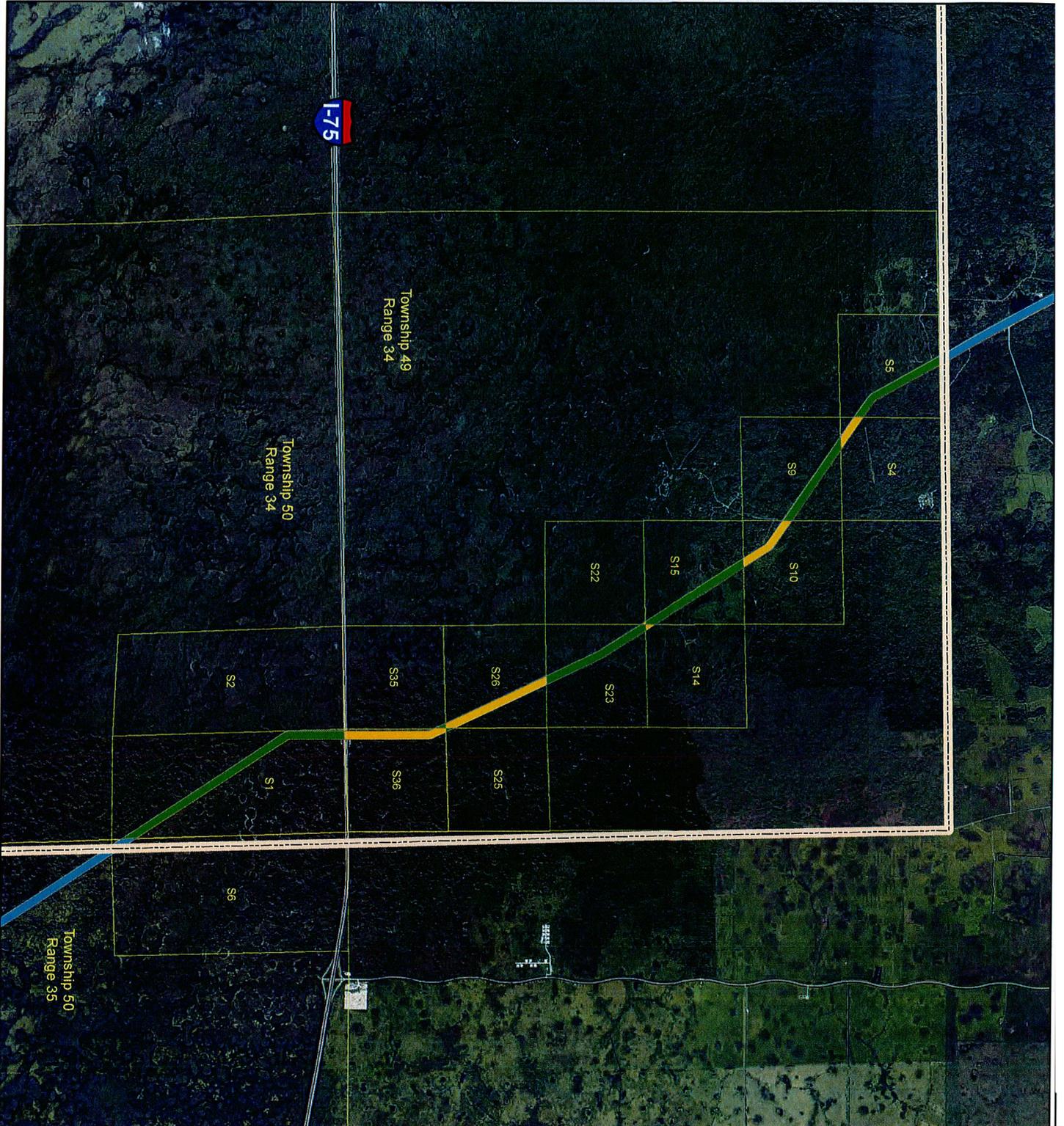
Attachment: L-281 Exhibit A (Resolution No. 2013 - 0404 : License Agreement with National Park Service - L-28 Interceptor Levee)

# Exhibit A

## L-28 Interceptor Right-of-Way



**IMPORTANT DISCLAIMER**  
 This map is conceptual or planning tool only. It does not constitute or make any representation regarding the information contained herein. It is not self-executing or binding, and does not affect the interests of any persons or properties, including any present or future right of use of real property.



**MEMORANDUM**

**TO:** Governing Board Members

**FROM:** Tommy Strowd, Director, Operations, Maintenance & Construction

**DATE:** April 11, 2013

**SUBJECT:** Approve the purchase of up to eight mitigation bank credits to offset wetland impacts

**Background:**

As referenced in the Central Florida Beltway Legislation, Sec. 338.250, F.S., the Florida Department of Transportation (FDOT) has been constructing a beltway system in the Orlando/Orange County area. As required by the legislation, the District developed a conceptual mitigation plan to address impacts to wetlands associated with construction of the Western Beltway, S.R.429, Part C, in Orange and Osceola counties that was approved by the October, 2001 Governing Board. The SFWMD identified a suite of land acquisition and enhancement/restoration projects for which the beltway funding could be used to offset wetland impacts. Mitigation banking was also identified as an appropriate means of offsetting wetland impacts.

Currently, the Orlando-Orange County Expressway Authority (OOCEA), acting as agent for FDOT, is seeking permits from the FL Department of Environmental Protection (DEP) and the US Army Corps of Engineers (ACOE) for approximately 6.03 acres of state wetland impacts and 1.2 acres of federal wetland impacts associated with construction of the State Road 417 and Florida Turnpike interchange project. Based on a preliminary Uniform Mitigation Assessment Method (UMAM) evaluation that is used to assess the number of credits required, approximately 4.07 credits will be required to offset the wetland impacts. However, when the DEP and ACOE finalize the permit the permitting agencies could determine that up to eight credits may need to be purchased from the selected mitigation bank to offset construction impacts. The OOCEA has requested that the District initiate the necessary steps to secure the required mitigation credits concurrent with the DEP and COE permitting process in order to avoid any unnecessary delays in the construction of their roadway project.

Although it is expected that approximately 4.07 credits will be required to offset the wetland impacts, the permitting agencies could require up to 8 credits. The SFWMD has solicited bids from mitigation banks for the purchase of not to exceed 8 UMAM mitigation bank credits. Habitat Restoration, Inc. as the lowest bidder can provide the credits at \$87,000 per credit, with a not to exceed of \$696,000. If the lowest bidder cannot provide the required credits, the credits would be purchased in whole or part from the second lowest bidder at a not to exceed of \$1,160,000 depending on the number of credits needed for purchase. The range of credit costs could vary from a low of \$354,090 for 4.07 credits from the lowest bidder to a high of \$1,160,000 for 8 credits

from the second lowest bidder depending on the number and availability of credits required by the permitting agencies.

The submitted quotes were as follows:

Bank Name	Price per UMAM Credit	Credit Type
Hatchineha Ranch LLC	\$145,000	Forested
Habitat Restoration Inc.	\$87,000	Herbaceous
Habitat Restoration Inc.	\$87,000	Forested
TCP II Reedy Creek LLC	\$145,000	Forested
Southport Ranch MB	\$145,000	Herbaceous
Southport Ranch MB	\$145,000	Forested

#### **Core Mission and Strategic Priorities:**

The purchase of mitigation bank credits for wetland impacts will satisfy the federal permitting requirements that direct impacts be mitigated with a mitigation bank. Offsetting all state and federal impacts at a mitigation bank will streamline the regulatory process and eliminate the loss of natural resources.

#### **Funding Source:**

Funds to implement the mitigation plan will be provided to SFWMD by OOCEA. The legislation addresses wetland impacts caused by the construction and compensates the affected water management district based on the final number of acres impacted at the per acre impact cost of \$136,000. Funding for these credits will be supported by a budget amendment. The difference between the amount of revenue needed to purchase the mitigation bank credits and the amount received by the OOCEA will be used to restore District lands in the Shingle Creek, Lake Marion and Reedy Creek Save Our Rivers project areas in accordance with the Governing Board approved mitigation plan.

#### **Staff Recommendation:**

Staff recommends the Governing Board authorize staff to purchase of up to eight UMAM mitigation bank credits with the lowest, responsive bidder (Habitat Restoration, Inc.) at \$87,000 per UMAM credit, with the final number of credits required to be determined by the state and federal permitting agencies, and any difference between the funds received from OOCEA, for the acres of impacts and the amount needed to purchase the credits, to be provided to the wetland mitigation fund for the restoration of District lands in the Shingle Creek, Lake Marion and Reedy Creek Save Our Rivers project areas in accordance with the Governing Board approved mitigation plan, subject to receipt of the funds from the OOCEA and with the option to award to the second lowest bidder if Habitat Restoration, Inc. is not able to provide the required wetland mitigation credits.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### Resolution No. 2013 - 0405

**A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a contract with Habitat Restoration, Inc., the lowest responsive and responsible bidder, to offset wetland impacts associated with construction of the State Road 417 and Florida Turnpike Interchange Project, in an amount not to exceed \$1,160,000, subject to the receipt of funds provided by the Orlando-Orange County Expressway Authority; providing that Habitat Restoration Inc. obtains required permits, the District will proceed with the next lowest responsive and responsible bidder within the not to exceed amount, until permits are obtained; providing an effective date. (Contract No. 4600002842) (OMC, Marjorie Moore, ext. 6104)**

**WHEREAS**, Sec. 338.250, FS (Central Florida Beltway Legislation), provides that adverse environmental impacts of the Beltway be mitigated through land acquisition, wetland creation, restoration or enhancement projects that provide regional environmental benefit; and

**WHEREAS**, pursuant to the legislation, the SFWMD is responsible for implementation of the mitigation plan developed in consultation with the Orlando-Orange County Expressway Authority (OOCEA) and the Turnpike District; and

**WHEREAS**, in October 2001, the Governing Board approved the mitigation plan that included the use of mitigation banking as a means of offsetting wetland impacts associated with Beltway mitigation; and

**WHEREAS**, the Florida Department of Transportation (FDOT) and OOCEA have been constructing a beltway system in the Orlando/Orange County area and will provide funds to the District to implement the mitigation plan based on \$136,000 per acre of impact; and

**WHEREAS**, the SFWMD solicited bids to purchase up to eight mitigation bank credits to offset impacts associated with the FL Turnpike, SR 417 interchange and Habitat Restoration Inc. is the lowest responsive bidder; and

**WHEREAS**, Habitat Restoration Inc. will provide proof of a reservation agreement that is in compliance with the state and federal permits to purchase the required mitigation credits; and

**WHEREAS**, the difference, if any, between the amount of funds received from OOCEA and the amount needed to purchase the credits will be utilized by the District in the Shingle Creek, Lake Marion Creek and Reedy Creek project areas; and

**WHEREAS**, the entire cost of the acquisition of the mitigation credits will be paid to the District by FDOT and/or OCCEA prior to the District purchasing the credits;

**NOW THEREFORE, BE IT RESOLVED**, by the Governing Board of the South Florida Water Management District:

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes an agreement to purchase between 4.07 and 8.0 wetland mitigation credits for the Beltway project from the lowest bidder, Habitat Restoration Inc., at a cost of \$87,000/credit.

**Section 2.** If the lowest bidder cannot provide the credits required by the permitting agencies for the mitigation, all remaining required credits will be purchased from the second lowest bidder at a cost of \$145,000/credit.

**Section 3.** The District shall not acquire any of the credits authorized in this resolution unless and until funds to pay the entire cost of the acquisition have been received by the District from FDOT and/or OCCEA.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 11th day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_

Chairman

Attest:

Legal form approved:

By:

\_\_\_\_\_

District Clerk/Secretary

\_\_\_\_\_

Office of Counsel

Print name:

\_\_\_\_\_

## M E M O R A N D U M

**TO:** Governing Board Members

**FROM:** Tommy Strowd, Director, Operations, Maintenance & Construction

**DATE:** April 11, 2013

**SUBJECT:** C-44 Facilities Relocation Agreement - Contract Number 4600002701

### **Background:**

The C-44 Reservoir/Stormwater Treatment Area Project (C-44 Project) is intended to be constructed by the U.S. Army Corps of Engineers (USACE) by utilizing three different construction contracts. During the process of developing the C-44 Project Plans and Specifications it was determined that four (4) of the Florida Power and Light Company (FPL) electrical transmission structures (33W8 / A33W8 and 33W9 / A33W9) are required to be relocated and replaced in-line to provide the required vertical clearances between the overhead transmission lines and the future reservoir discharge canal that will be constructed as part of the USACE C-44 Project Contract 2 (Reservoir, Pump Station and Discharge Canal). The effort to raise the transmission towers is considered a "relocation" feature that is the responsibility of the South Florida Water Management District (District) as the local sponsor as a cost-share cost. The USACE requires this relocation to be completed prior to the advertisement of the Contract 2 construction contract scheduled for May 2014.

In July 2012 the District submitted a request to FPL asking that the utility complete a detailed "binding" estimate and to initiate the detailed engineering necessary to modify the existing transmission facilities. The District submitted a deposit of \$64,000.00 to FPL at that time.

The Facilities Relocation Agreement (Agreement) will authorize FPL to move ahead with the relocation of the transmission structures for an estimated cost of \$400,945.26. Under this agreement, the District is responsible for the total cost of the relocation effort up to the estimated cost plus a 30% contingency of \$120,283.58 ( = \$400,945.26 x 0.30) for a potential total cost of \$521,228.84 ( = \$400,945.26 + \$120,283.58). This amount includes the \$64,000.00 deposit previously provided. Therefore, the potential outstanding obligation by the District under this Agreement is \$457,228.84 ( = \$521,228.84 - \$64,000.00). This full potential outstanding obligation is required to be authorized at this time in order to meet the Agreement requirement to pay any increased costs in any revised estimated within thirty (30) days of receipt of that estimate and to insure the work efforts are completed in accordance with the USACE schedule for Contract 2. The amount due to FPL upon Agreement execution is \$336,945.26 ( = \$400,945.26 - \$64,000.00).

**How this helps meet the District's 10 Year Strategic Plan?**

The Facilities Relocation Agreement supports the completion of the C-44 Project, which is linked to the 10-Year Strategic Plan. The work included under this Agreement is required in order to maintain the USACE construction schedule for the C-44 Project Contract 2 (Reservoir, Pump Station and Discharge Canal).

**Funding Source:**

This funding request for \$457,228.84 of Comprehensive Everglades Restoration Plan ad valorem funds has been budgeted to the project.

**This Board item impacts what areas of the District, both resources areas and geography:**

The Operations, Maintenance, and Construction Section and the C-44 Project site located in Martin County north of the C-44 Canal are impacted by this Agreement.

**What concerns could this board item raise?**

In the event the actual costs of the Transmission Tower relocation should exceed the estimated cost plus the 30% contingency, any additional payment would require future Governing Board approval and potential impact to the USACE construction schedule.

**Why should the Governing Board approve this item?**

Approval of this agreement will allow the District to fulfill its obligations to the USACE, which will allow the USACE to meet its construction schedule.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### Resolution No. 2013 - 0406

**A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a facilities relocation agreement with Florida Power and Light Company to provide design and relocation of four (4) transmission structures located within the C-44 reservoir/stormwater treatment area project footprint, in the amount of \$521,228.84, of which \$64,000.00 has already been provided as a deposit and for which the remaining \$457,228.84 ad valorem funds are budgeted; providing an effective date. (Contract Number 4600002701) (OMC, Jeff Kivett, ext.2680)**

**WHEREAS**, on September 9, 2010, the South Florida Water Management District (District) entered into a Project Partnership Agreement with the U.S. Department of the Army (Contract No. 4600002153) for the construction, operation, maintenance, repair, replacement and rehabilitation of the Indian River Lagoon South Phase 1 Project; and

**WHEREAS**, one of the components of the Indian River Lagoon South Phase 1 Project is the C-44 Reservoir and Stormwater Treatment Area (C-44 Project) located in Martin County; and

**WHEREAS**, in order for construction to proceed on the C-44 Project component, certain relocation work needs to be undertaken with respect to certain Florida Power and Light Company (FPL) transmission structures within the C-44 Project footprint; and

**WHEREAS**, under the Project Partnership Agreement, such relocation work is the responsibility of the District and the costs of such work are credited to the District share of C-44 Project costs; and

**WHEREAS**, a Facilities Relocation Agreement (Agreement) between the District and FPL is required to be executed for FPL to provide the design and to relocate four (4) existing transmission power structures within the C-44 Project footprint; and

**WHEREAS**, per the Agreement (Contract Number 4600002701), the District will pay FPL a not-to-exceed amount of \$521,228.84 of which \$64,000.00 has already been provided for services per the work scope of the Agreement; **now therefore**

**BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby authorizes the execution of Contract Number 4600002701 with Florida Power and Light Company.

**Section 2.** This resolution shall take effect immediately upon adoption.

**PASSED** and **ADOPTED** this 11th day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By:

\_\_\_\_\_

Chairman

Attest:

Legal form approved:

By:

\_\_\_\_\_

Office of Counsel

\_\_\_\_\_  
District Clerk/Secretary

Print name:

\_\_\_\_\_

**FACILITIES RELOCATION AGREEMENT  
(FPL – TRANSMISSION)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013 (“**Agreement**”) by and between the South Florida Water Management District, , with address of 3301 Gun Club Road, West Palm Beach, Florida, 33406, (hereinafter called the “**Applicant**”), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation with its principal place of business in Palm Beach County, Florida (hereinafter called “**FPL**”).

**WITNESSETH:**

WHEREAS the Applicant intends to construct certain improvements on its property located within the FPL easement area in conjunction with the C-44 Reservoir and Stormwater Treatment Area Project and will require the relocation of certain incompatible and conflicting portions of FPL's Facilities and equipment, and

WHEREAS FPL will incur costs in the relocation of FPL's existing and proposed facilities which costs would not have occurred but for the Applicant's construction,

NOW THEREFORE, in consideration of the mutual promises of the Applicant and FPL and other good and valuable consideration, the Parties agree that FPL shall relocate the FPL facilities and the Applicant shall reimburse FPL for the actual cost of such relocation as follows:

**ARTICLE 1 - DEFINITIONS**

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with initial capitalization:

- 1.1 Date Cost Estimate Received, for purposes of this Agreement, shall be deemed to be the day that the cost estimate was hand-delivered or transmitted by facsimile, or if mailed, five (5) days from the date of postmark.
- 1.2 FPL's Facility or Facilities shall be, but shall not be limited to, any structure consisting of manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment, and used by FPL in connection with the transmission and/or distribution of electric power.
- 1.3 Relocation and/or Relocate includes the terms "rearrange or rearrangement" and is the work performed by FPL under this Agreement and any activity made necessary by Applicant's construction which conflicts with or affects FPL, its Facilities, or service. Relocations shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment or reconstruction of the FPL Facilities and all other work required to provide continuity of service to FPL's customers which is a result of a conflict.
- 1.4 Replacement FPL Facility is any facility which will be constructed under the terms of this Agreement as a consequence of Relocation of an FPL Facility or portion thereof.

**ARTICLE II - IDENTIFICATION OF CONFLICTS**

- 2.1 Known Conflicts. The Applicant shall reimburse FPL for costs associated with the Relocation of the FPL Facilities more particularly described and located on property described in Exhibit A attached hereto and incorporated herein (“**Property**”).
- 2.2 Other Conflicts. The identification of any other conflicting facilities of FPL requiring Relocation shall be undertaken by FPL pursuant to a subsequent written agreement between FPL and the Applicant.

**ARTICLE III - DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES**

- 3.1 Design Standards. Engineering design standards and material specified shall meet FPL's Current Design Standards. In addition, the design of Relocations will be in conformity with all laws and regulations.
- 3.2 Construction Standards. Materials and construction procedures shall meet FPL's Current Construction Standards. In addition, Relocations or Replacement Facilities will be accomplished in conformance with all laws, codes and regulations.

#### **ARTICLE IV - REPLACEMENT RIGHT-OF-WAY**

4.1 Replacement Right-of-Way. The Applicant shall provide FPL with replacement rights-of-way in one of the following manners:

N/A (a) The Applicant shall reimburse FPL for costs associated with the identification and acquisition of replacement rights-of-way, including, but not limited to, FPL's attorney fees for costs in prosecuting or in connection with any condemnation actions for the acquisition of necessary rights-of-way.

N/A (b) The Applicant shall convey or grant to FPL replacement rights-of-way sufficient to permit FPL to accomplish Relocations of the FPL Facilities and to operate and maintain the Replacement Facilities in accordance with FPL's customary practices. Such conveyances or grants of replacement rights-of-way shall be accomplished at no cost to FPL and in a form and substance satisfactory to FPL.

4.2 Location of Replacement Right-of-Way. The Location of the aforesaid replacement rights-of-way are generally set forth in Exhibit B attached hereto and shall be within the Property where conflicts are identified due to this project.

#### **ARTICLE V - COST ESTIMATES, CREDITS AND BILLING**

5.1 Full Cost. The Applicant shall pay FPL for the full cost of Relocation of the FPL Facilities. The work to be performed by FPL will be in accordance with the construction drawings attached hereto as Exhibit B.

5.2 Cost Estimate. The Applicant shall be responsible for the total cost of the project. The estimated cost to Relocate the FPL Facilities is as below:

a. Relocation: \$400,945.26. This cost estimate is set out in detail in Exhibit C attached hereto

Engineering deposit received: \$ 64,000.000

Balance due: \$336,945.26. Applicant to send check for this amount to FPL along with two signed copies of this Agreement.

The Applicant understands and agrees that the amount set forth in Exhibit C is an estimate only. The Applicant shall be responsible for the total cost of the project. The cost for the Relocation portion shall not exceed 130% of a valid Relocation cost estimate based upon an actual labor bid, except as provided herein.

5.3 Duration of Cost Estimate.

The cost estimate in Section 5.2 is valid only for the time period which is:

- a. Ninety (90) days from the date the estimate is received by Applicant (this includes the estimate attached as Exhibit C and any subsequent estimate) or
- b. Subject to the terms and conditions set forth in Section 5.4.

5.4 Re-estimates, Scope of Work Changes.

5.4.1 Pre-construction. If the construction of the Relocation of the FPL Facilities has not commenced within one hundred eighty (180) days of the date that the latest cost estimate is received by Applicant or if the Applicant requests a change in the Relocation scope of work on any individual work order prior to any construction, the estimate is invalid. A new estimate is required. FPL shall provide a re-estimate of the work prior to commencement of the Relocation by FPL. FPL shall not commence construction of the Relocation of the FPL Facilities unless the Applicant has agreed in writing to pay the re-estimated cost and be responsible for the full cost of Relocation, not to exceed 120% of the re-estimate.

5.4.2 After Start of Construction. If after the start of construction any of the following occurs: (a) Applicant requests a change in the Relocation scope of work of FPL Facilities; (b) FPL determines that there is a need for a change in the Relocation scope of work and such change causes the reimbursable cost of the project to change by 20% or more; or (c) there is an increase in costs due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered; FPL shall provide the Applicant with a new estimate as soon as practicable. FPL shall not continue with construction of the Relocation of the FPL Facilities unless the Applicant has agreed in writing to pay any increased costs in the revised estimate to FPL within thirty (30) days after receipt of the revised estimate,

5.4.3 Target Relocation Date. FPL Acknowledges that the Applicant's target completion date for the Relocation is December 31, 2013. FPL shall provide the Applicant at least sixty (60) days advance written or verbal notice if the Relocation will not be completed by this target date and provide an expected target date. The purpose of this paragraph is solely for FPL to provide the Applicant notification of the anticipated Relocation completion date.

### 5.5 Credits.

- 5.5.1 The Applicant shall receive a credit for the payment of any non-refundable deposit required for the design, engineering, and estimating of the Relocation of FPL Facilities (as shown in Section 5.2).
- 5.5.2 The Applicant shall receive a credit for payment made to FPL for a detailed cost estimate, if payment is received by FPL prior to issuing such estimate and if the Agreement has been entered into within ninety (90) days of the date that estimate was received by the Applicant and the Relocation performed.
- 5.5.3 The Applicant shall receive no credit for payment for an estimate, and such payment shall not be refunded: (a) if the Applicant has not executed the Agreement within ninety (90) days of the date that estimate was received by the Applicant, (b) if a subsequent estimate is required and not paid within thirty (30) days of the date Applicant receives the estimate; or (c) if the Applicant terminates the Agreement.
- 5.5.4 Any estimate provided to the Applicant after the initial, detailed estimate shall be done at additional cost and expense to Applicant. Applicant's payment for estimates shall be credited or retained by FPL as provided above.

5.6 Billing and Payment. Prior to the commencement of any Relocation of FPL Facilities under this Agreement, the Applicant shall pay in advance the full estimated cost of such Relocation per Sections 5.2 & 5.4.2 above.

5.7 Final Bill. Upon completion of the work, FPL shall at the earliest date practicable furnish to the Applicant a final billing of all outstanding costs, including any overhead costs, incurred in connection with performance of Relocation of the FPL Facilities less any prepaid credits for additional cost estimates. The Applicant shall have thirty (30) days from the date of an invoice to approve and pay the invoice. Failure to provide FPL with written notice to the contrary within the thirty (30) day period shall constitute approval by the Applicant of the invoice against which payment must be remitted in full to FPL within thirty (30) days of the date of the invoice. If payment by the Applicant is not postmarked within thirty (30) days of the date of the invoice, then a late payment charge shall be assessed in the amount of one and one-half percent (1½%) of the amount of the billing per month, charged on a daily basis or highest interest allowable under law.

### 5.8 Refund and Effect of Termination.

- 5.8.1 Consistent with the terms of this Agreement, FPL shall refund to the Applicant any amounts which the Applicant has paid to FPL beyond the full cost of Relocation including any overhead costs.
- 5.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work in furtherance of the Applicant's construction, the Applicant shall be responsible for the costs of Relocation already incurred, including but not limited to all engineering, design, equipment, and materials cost, labor costs, and if any, the costs of replacement facilities already installed, necessary to place FPL's Facilities into a permanent condition suitable to provide continuous, reliable electric service to the public in accordance with all applicable laws, regulations and FPL's usual practices as set forth in Article III herein. Nothing in this section shall be construed to modify or abrogate FPL's legal duty to mitigate damages.

## ARTICLE VI - INSPECTIONS

6.0 Inspections. All cost records and accounts of FPL directly related to the work performed under this Agreement shall be subject to inspection by the Applicant for a period of one (1) year from the completion date of all work performed under this Agreement. Such inspections shall be performed by the Applicant and in accordance with the following considerations:

- (a) The Applicant shall provide FPL with thirty (30) days written notice requesting an inspection,
- (b) The specific time of inspection must be mutually agreed to,
- (c) Information required for inspection purposes shall be accounts and records kept by FPL directly related to Relocation and reimbursable costs,
- (d) The Applicant may request only information reasonably required by it concerning Relocation and such request for information shall be in writing and shall include the purpose of the inspection,
- (e) FPL shall make available the requested information at its offices during normal business hours, Monday through Friday,
- (f) The Applicant shall bear any costs associated with any inspections, including FPL costs, if any, and (g) information available under this Agreement shall not be used in violation of any law or regulation. FPL shall quote a deposit amount when such a request for inspection is made which the Applicant shall pay in advance.

## ARTICLE VII - GENERAL CONDITIONS

- 7.1 Benefit of Agreement; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties to this Agreement but shall not inure to the benefit of any third party or other person. This Agreement shall not be assigned by either Party except upon receipt of the prior written permission of the other Party. Such permission shall not be unreasonably withheld.
- 7.2 Nonwaiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter. Waiver by either Party of a breach of the same provision or any other provision shall not constitute a waiver of the provision itself.
- 7.3 Limitations of Liability. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or underutilization of the Party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either Party's performance, nonperformance, or delay in performance of its obligations under this Agreement.
- 7.4 Indemnification. In the event that the Applicant, its contractors, subcontractors, or employees perform work or services under this Agreement, or perform other work or services within or adjacent to the work area during FPL's Relocation of the FPL Facilities, the Applicant shall indemnify, defend and hold harmless FPL, its parent, subsidiaries or affiliates and their respective officers, directors and employees (collectively the "**FPL Entities**") from and against any liabilities whatsoever, occasioned wholly or in part by the negligence of the Applicant, its contractors, subcontractors or employees, including attorney fees, for injury to or death of person(s) and property damage arising or resulting in connection with any activity associated with such work. The Applicant's obligation to protect, defend and hold FPL Entities free and unharmed against such liabilities shall be subject to the limitation set forth in Section 768.28(5) Florida Statutes, if applicable, except in the event the Applicant purchases insurance covering the liability with limits in excess of the statutory limits, in which case the Applicant's obligation shall extend up to but shall not exceed the limits of that insurance. The limitations set forth in Section 768.28 of the Florida Statutes do not apply to the contractors and subcontractors of the Applicant.
- 7.5 Insurance. If the Applicant utilizes its own personnel in performing work or service under this Agreement, or performing other work or service that necessitates access within or adjacent to the work area used by FPL for the Relocation of the FPL Facilities during FPL's Relocation of the FPL Facilities, the Applicant shall furnish FPL with evidence of self-insurance maintained by Applicant in form reasonably satisfactory to FPL's Risk Management Department.

Prior to accessing the work area used by FPL for the Relocation of the FPL Facilities (or adjacent areas) during FPL's Relocation of the FPL Facilities, Applicant's contractors and subcontractors shall provide FPL with an ACORD certificate of insurance evidencing insurance in at least the minimum amounts set forth below, insuring the FPL Entities from liabilities assumed under the indemnification described in Section 7.6 below. Said insurance shall contain a broad form contractual endorsement or, alternatively, the subject Applicant's contractors and subcontractors shall cause the FPL Entities to be named as additional insureds on the subject Applicant's contractors and subcontractors comprehensive general liability policy. Such liability coverage shall be primary to any liability coverage maintained by or on behalf of FPL up to the \$1,000,000 limit of liability.

In the event that any such policy is on a "claims made" basis, the retroactive date of the policy shall be the effective date of this Agreement or such other date as to protect the interest of the FPL Entities and the coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort (currently, five years). If coverage is on an "occurrence" basis, such insurance shall be maintained by the subject Applicant's contractors and subcontractors during the entire term of this Agreement. The policy shall not be canceled or materially altered without at least thirty (30) days written notice to FPL.

The Applicant shall provide FPL with evidence of such liability insurance coverage on the standard insurance industry form (ACORD) without modification. A copy of the policy shall be made available for inspection by FPL upon reasonable request.

- 7.6 Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors and subcontractors who perform work or service under this

Agreement, or who access the work area used by FPL for the Relocation of the FPL Facilities (or adjacent lands) during FPL's relocation work, :

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless the Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees (the "FPL Entities"), from all claims, demands, liabilities and suits whether or not due to or caused by negligence of the Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000.00 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and the FPL Entities including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."

- 7.7 Contractor Insurance and Notice. The Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. The Applicant shall provide FPL Group Inc.'s Risk Management Department with notice of the name and address of Applicant's contractors as specified in Section 7.6 above, prior to the commencement of the Relocation of FPL Facilities by FPL.
- 7.8 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the Parties authorized and executed with the same formality as this Agreement.
- 7.9 Effect of Headings. The headings set forth herein are for convenience only and shall not be deemed to modify or affect the rights and obligations of the Parties to this Agreement.
- 7.10 FPL Consent to Relocations. FPL agrees to the Relocation of the FPL Facilities to the extent necessary to eliminate Conflicts with the Applicant's construction in accordance with the terms and conditions of this Agreement. The Applicant, at no expense to FPL, shall make all necessary arrangements and agreements with any person or entity which has facilities attached to the FPL poles for the relocation of those facilities.
- 7.11 Delegation of Power and Duties Notice. The following persons are designated as the authorized representatives of the Parties for the purposes of this Agreement and all notices or other communications to either Party by the other shall be made in writing and addressed as follows:

To the Applicant:

Bonnie Cantrell, Senior Contract / Compliance Specialist

(Name and Title)

South Florida Water Management District  
3301 Gun Club Road, West Palm Beach, FL 33406

Fax Number: 561-682-5319

To FPL:

George Beck TS4/JW  
Transmission Relocation Coordinator  
Florida Power & Light Company  
PO Box 14000  
Juno Beach, FL 33408

7.12 Notification of FPL Facilities, Form 360. Applicant acknowledges that high voltage electric lines are located in the area of Applicant's project and agrees to warn its employees, agents, contractors and invitees, new and experienced alike, of the danger of holding on to or touching a cable or other piece of equipment that is located or working close to any overhead power line and to use all safety and precautionary measures when working under or near FPL's Facilities. Applicant acknowledges and agrees that he has read and will comply with the Notification of FPL Facilities attached hereto. Applicant shall sign and return two (2) copies of the attached Notification of FPL Facilities along with two (2) signed copies of this Agreement.

7.13 Force Majeure.

- (a) Neither Party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a Force Majeure occurrence. Such occurrence shall include, but shall not be limited to acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods or weather (anywhere in the United States where FPL utility workers and contractors support restoration), strikes, lockouts or other labor disputes or difficulties. The obligation of either Party to pay money in a timely manner is absolute and shall not be subject to the force

majeure provisions. Force Majeure as used herein means, without limitation, any cause or event not reasonably within the control of FPL or the Applicant.

- (b) In the event of any delay resulting from a Force Majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
- (c) In the event of any delay or nonperformance caused by a Force Majeure circumstance, the Party affected shall promptly notify the other in writing.

7.14 Severability. In the event that any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Applicant and FPL shall negotiate an equitable adjustment in the affected provisions of this Agreement. The validity and enforceability of the remaining independent provisions shall not be affected.

7.15 Effective Date. This Agreement shall become effective upon execution by the Parties and shall continue in effect until completion of all Relocation work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.

7.16 Complete Agreement. This Agreement shall be signed by the authorized representatives of both Parties and constitutes the final written expression of all the terms of the agreement between the Parties and is a complete and exclusive statement of those terms. Any and all prior or contemporaneous course of dealing, representations, promises, warranties or statements by the Parties or their agents, employees, or representatives that differ in any way from the terms of this written Agreement shall be given no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date first above written.

APPLICANT, **SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

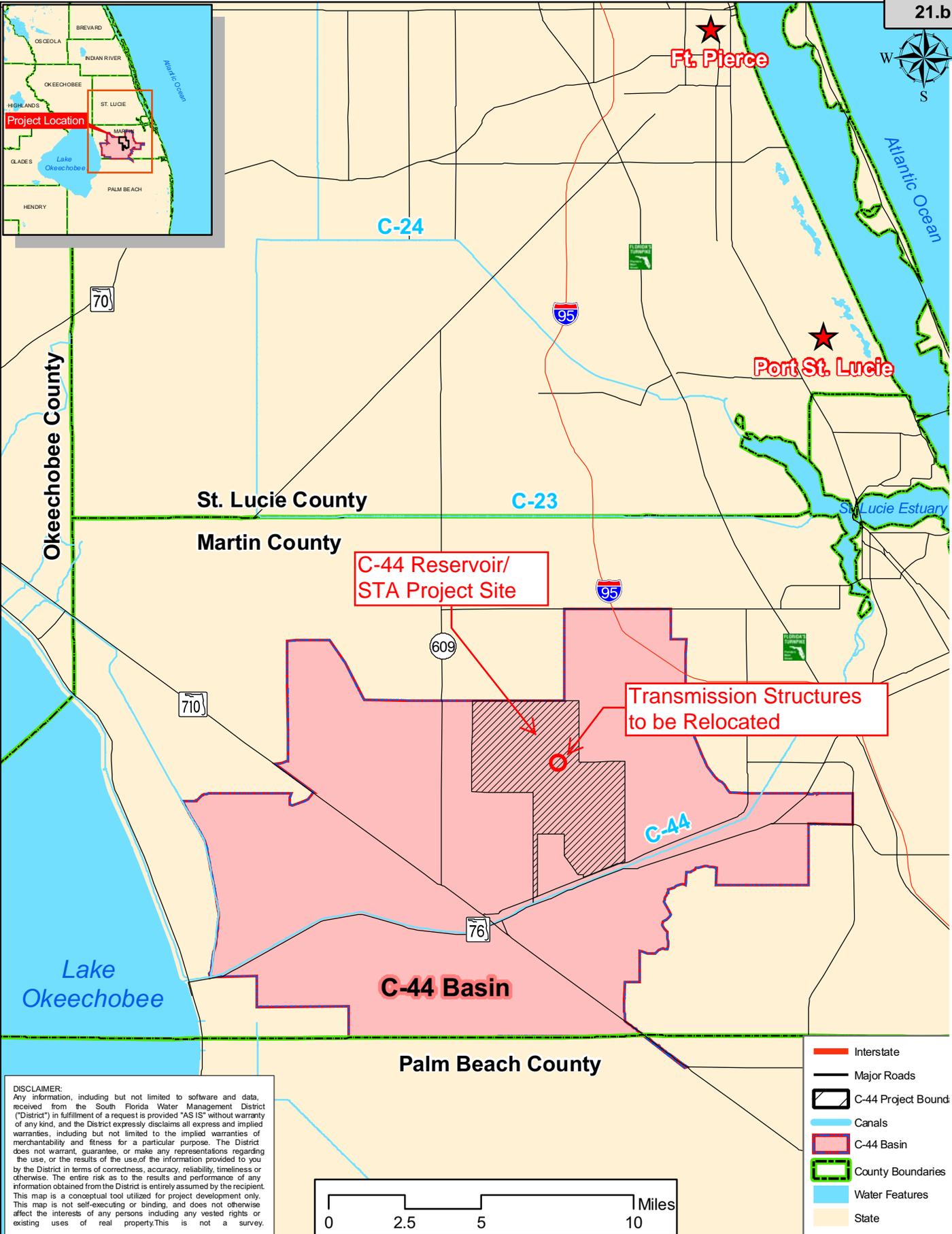
FLORIDA POWER & LIGHT COMPANY:

\_\_\_\_\_

\_\_\_\_\_

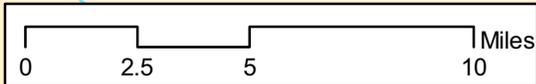
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Attachment: Map\_C-44 Facilities Relocation Agreement\_Contract No. 4600002701 (Resolution No. 2013 - 0406 : C-44 Facilities Relocation

**DISCLAIMER:**  
Any information, including but not limited to software and data, received from the South Florida Water Management District ("District") in fulfillment of a request is provided "AS IS" without warranty of any kind, and the District expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The District does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the District in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the District is entirely assumed by the recipient. This map is a conceptual tool utilized for project development only. This map is not self-executing or binding, and does not otherwise affect the interests of any persons including any vested rights or existing uses of real property. This is not a survey.



- Interstate
- Major Roads
- C-44 Project Bound
- Canals
- C-44 Basin
- County Boundaries
- Water Features
- State



South Florida Water Management District  
2301 Center Park West Drive, Suite # 150  
West Palm Beach, FL 33409  
Tel # (561) 242-5520

### C-44 Reservoir/STA Project Location Map



Florida Power & Light Company, 700 Universe Blvd., TS4/JW, Juno Beach, FL 33408  
 Phone: (561) 904-3604, Fax: (561) 904-3710

February 13, 2012

Ms. Sue Ray  
 South Florida Water Management District  
 3301 Gun Club Road  
 West Palm Beach, FL 33406

**RE: Proposed Relocation of Transmission Facilities Located in FPL's Easement N/O Citrus Boulevard, Martin County, Florida, for the C44 Drainage Improvement Project**

**Transmission Line: Midway -Ranch 230kV, Strs. #33W8, 33W9, A33W8 and A33W9.**

Dear Ms. Ray,

Thank you for taking time with me to review your project. We have evaluated your request to relocate our existing transmission facilities referred as above. The non-binding 'ballpark' estimate to accommodate this potential overhead relocation is \$320,000. The scope of the work covered under this estimate will be to relocate and replace in-line the tangent structures specified above. The cost does not include any other structures or facilities. If additional structures are found affected during the detailed design and engineering, including effects to alignment and/or structural integrity, the final estimate will be adjusted accordingly.

This estimate is not an offer from FPL to perform the requested work and should not be construed or used as such for detailed planning purposes. It is provided only to assist your preliminary decision-making, and will remain valid for 180 days.

This non-binding estimate is an "order of magnitude" estimate, and is based on previous FPL experience. However, due to the complex nature and variables associated with this type of work, the estimate may not accurately represent the actual costs the applicant would be obligated to pay FPL to relocate these facilities. This estimate does not include the cost to relocate any Distribution facilities or facilities belonging to another utility. Costs associated with the relocation, such as survey work; acquisition and recording of easements; clearing easements of trees and obstructions, etc. have been excluded. This estimate is based upon favorable field conditions, which include cooperation to eliminate conflicts.

Detailed and 'binding' estimate will be provided, should you decide based on this 'ballpark' estimate, and detailed engineering will commence should you elect to pay the non-refundable engineering deposit. The deposit is required due to the complexity and time required to estimate such a project, and would be applied towards the estimated amount owed to FPL for

the project, should you decide to proceed with the work, and contract for that work, within 90 days of the date the binding estimate is provided.

If you decide to request detailed 'binding' estimate on the above 'ballpark' estimate, please send a check payable to the order of 'Florida Power & Light Company' for an amount of \$64,000 enabling us to commence the detailed design and estimating process. The request for the estimate must be in writing, and must describe in detail the scope of work requested. Please send the request addressed to my attention along with the check toward the engineering deposit at: Florida Power & Light Company, Transmission Projects Department, 700 Universe Blvd., TS4/JW Juno Beach, Florida 33408.

Binding estimates are valid for 90 days, and would be subject to change in the event of a work scope change. Payment in full and execution of an agreement will be required prior to commencement of construction. Time of construction can vary depending upon easement execution, permitting, resource availability, material delivery and line clearances. Such projects are scheduled after full payment is made and a Relocation Agreement is executed.

Please feel free to contact me on (561) 904-3604, should you have any questions or need additional information.

Sincerely,



George J. Beck, P.E.  
Transmission Relocations Engineer



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 26, 2012

Mr. George J. Beck, P.E.  
 Transmission Relocations Engineer  
 Florida Power & Light Company  
 Transmission Projects Department  
 700 Universe Boulevard  
 TS4/JW  
 Juno Beach, Florida 33408

Re: Response to Letter, Proposed Relocation of Transmission Facilities Located in FPL's Easement N/O Citrus Boulevard, Martin County, Florida, for the C-44 Drainage Improvement Project, dated February 13, 2012

Transmission Line: Midway – Ranch 230kV, Strs. #33W8, 33W9, A33W8 and A33W9

Dear Mr. Beck:

This letter requests you to provide a detailed "binding" estimate and to proceed with detailed engineering to raise the existing transmission facilities as referred to above and in your letter dated February 13, 2012. This effort will support the construction of the C-44 Reservoir / Stormwater Treatment Area Project (C-44 Project) by the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE). As requested, enclosed is a non-refundable deposit of \$64,000.00 made payable to the Florida Power & Light Company (FPL), which as per your letter will be used by FPL for the detailed design of the work effort described below and to develop and provide to SFWMD a detailed "binding" estimate that will include all costs associated with this particular work effort.

The work effort being requested by the SFWMD is for the FPL to raise / modify / relocate the transmission line structure numbers 33W8, 33W9, A33W8 and A33W9 in the most cost-effective manner to provide the proper clearance with future ground features based on the proposed design of the C-44 Project at this location (current

Mr. George J. Beck, P.E.  
July 26, 2012  
Page 2

design drawings are attached). These new ground features include an access road which will be utilized by passenger and maintenance vehicles. The determination of which FPL structures will be affected by the C-44 Project at this location is based on previous discussions and meetings with FPL and your letter referenced above. The USACE requires this work effort to be complete by December 31, 2013, prior to the USACE advertising the construction contract for the C-44 reservoir and reservoir discharge canal.

Based on your letter it is understood that FPL requires an executed Relocation Agreement within 90 days of FPL providing the "binding" estimate since that estimate is only valid for 90 days after receipt. To expedite this process, the SFWMD requests a sample copy of this agreement to be provided by FPL now so that any issues related to the standard language of the agreement can be addressed sooner than later. Also, this agreement may require approval by the Governing Board of the SFWMD. Typically the Governing Board meets on the second Thursday of each month. So your prompt submittal of the draft Relocation Agreement is required to meet your 90 day deadline.

If you have any questions or need additional information, please feel free to contact me at (561) 682-2521 or Susan Ray, C-44 Project Manager, at (561) 236-5344.

Sincerely,



Bonnie Cantrell  
Senior Contract Specialist  
Procurement Bureau

Enc. Check payable to FPL in amount of \$64,000.00  
C-44 design drawings in vicinity of structure numbers 33W8, 33W9, A33W8 and A33W9

cc: Sue Ray  
Mary Gazzo  
Abe Cooper  
Beth Kacvinsky  
Ken Proctor, FPL

South Florida Water Management District  
P.O. Box 24682 \* West Palm Beach, Fl. 33416-4682

CHECK NO. 3109803

PAYMENT VOUCHER	VENDOR INVOICE NO.	VOUCHER DATE	DESCRIPTION	AMOUNT
5200049388	C44 RELO TRANSM	02-13-12	46-2701 Transmission Line Raising De	64,000.00
TOTAL				64,000.00

PLEASE DETACH AND RETAIN THIS STATEMENT BEFORE DEPOSITING THE CHECK

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



South Florida Water Management District

P.O. Box 24682 \* West Palm Beach, Fl. 33416-4682  
(561) 686-8800 \* WATTS 1-800-432-2045

64-79  
611

CHECK NO. 3109803

SunTrust Bank  
Miami, FL

DATE: 07-26-12

PAY SIXTY-FOUR THOUSAND DOLLARS AND ZERO CENTS \*\*\*\*\*

PAY ONLY SIX FOUR ZERO ZERO ZERO CTSCS

VOID AFTER 180 DAYS

CHECK AMOUNT  
\*\$64,000.00

TO THE ORDER OF FLORIDA POWER & LIGHT CO  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

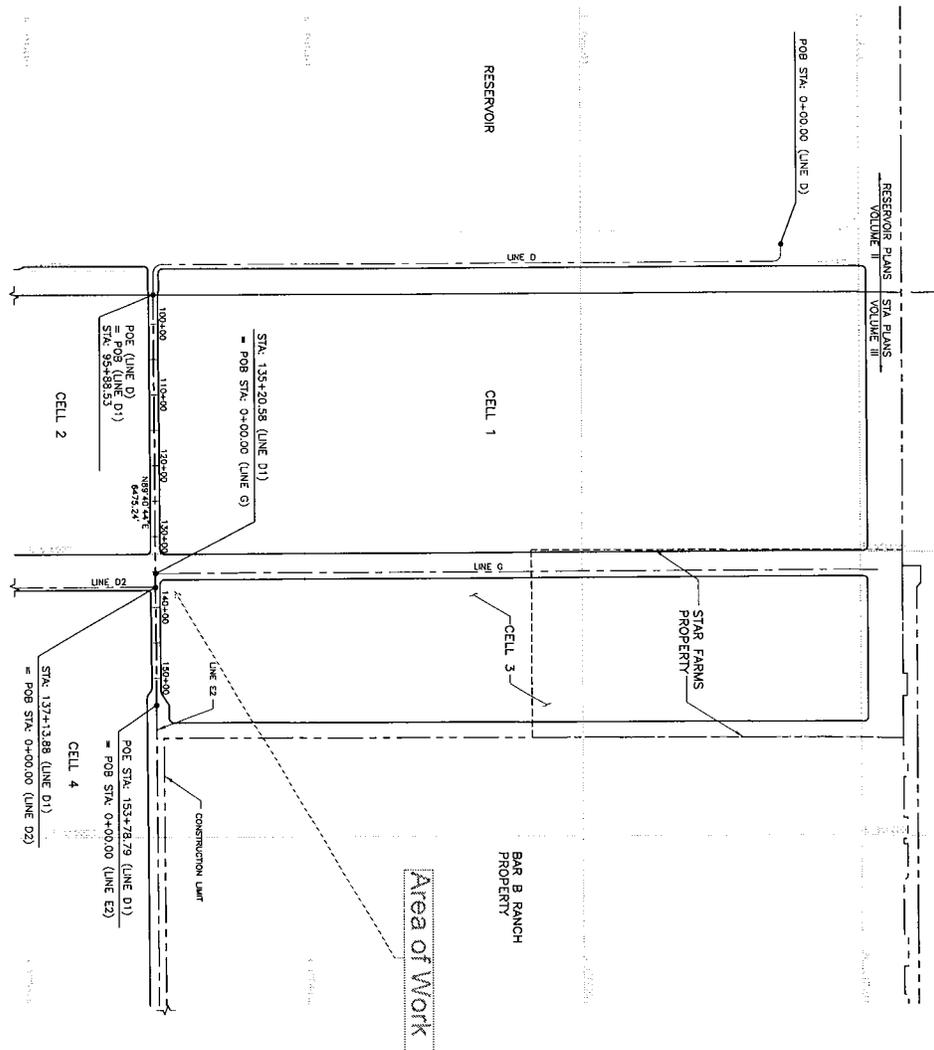
*Lucia Wernberg*  
Void Over \$64,000.00

⑈ 3109803 ⑆ ⑆ 061100790 ⑆ 8800621693 ⑆

Attachment: Letter to FPL dated July 26 2012 (Resolution No. 2013 - 0406 : C-44 Facilities Relocation Agreement - Contract Number

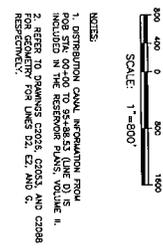






DISTRIBUTION CANAL HORIZONTAL ALIGNMENT DATA (LINE D1)

ITEM	STATION	NORTHING	EASTING
POB	58+8.53	1001642.31	842243.69
POE	135+78.79	1001881.78	848133.84



NOTES:  
 1. DISTRIBUTION CANAL INFORMATION FROM POB STA. 0+00.00 TO 34+88.53 (LINE D1) IS INCLUDED IN THE RESERVOIR PLANS, VOLUME II.  
 2. REFER TO DRAWING CROSS, CROSB AND CROSS RESERVOIR, 1971, FROM LINE D1, ST. 0+00.00.

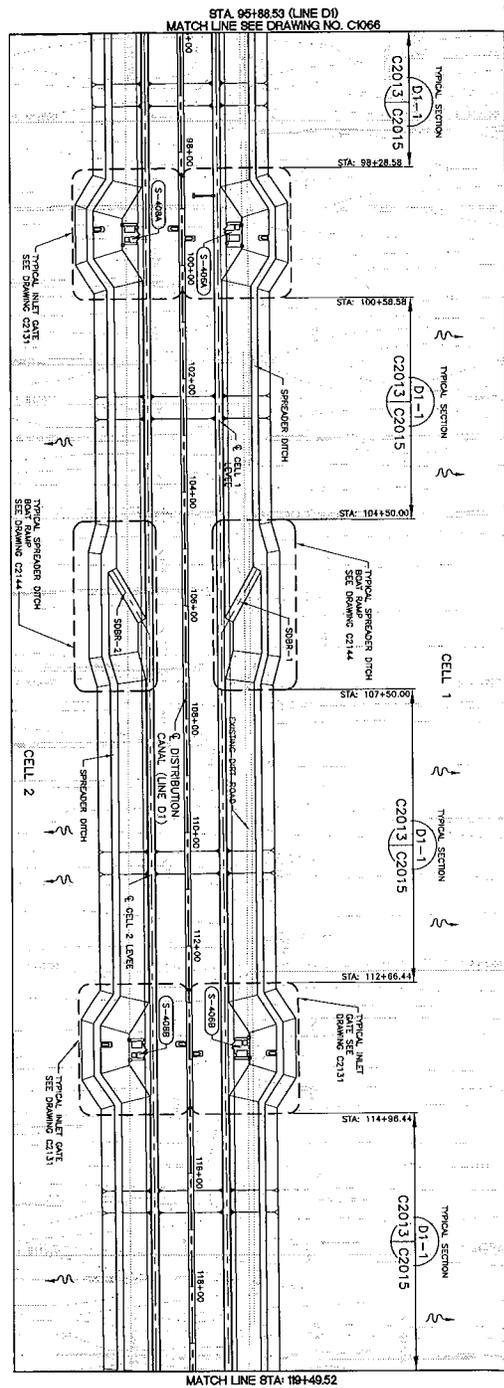
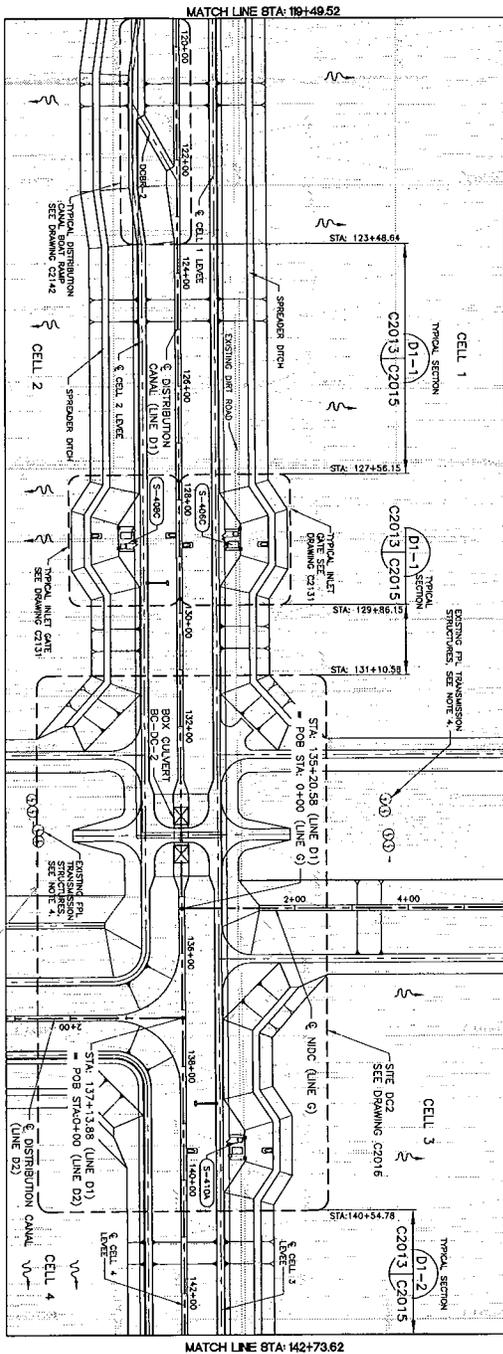


The consultant, contractor or other parties shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The property of the District and must be used in accordance with the terms and conditions of the contract. No part of this drawing shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the District. If prohibited, work necessary for the project, if prohibited.

C-44 RESERVOIR/STA PROJECT  
 STORMWATER TREATMENT AREA (STA)  
 DISTRIBUTION CANAL  
 CENTERLINE GEOMETRY  
 (LINE D1)

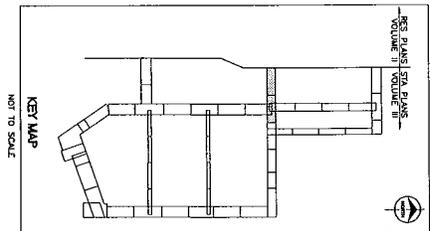
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 ACCELER8 PROGRAM  
 PHONE: 561-686-8800  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33406

DESIGNER: B. MEYER	DATE: 04/24/08	ISSUED FOR: 80
DRAWN: C. MARTIN	DATE: 04/24/08	REASON: DESCRIPTION
CHECKED: E. GARRA-LUNA	DATE: 04/24/08	
SCALE: AS SHOWN	DATE: 04/24/08	



RES STA PLANS  
VOL III

Area of Work



- NOTES:
1. REFER TO DRAWINGS C2012 AND C2013 FOR LINES B1 AND D2 RESPECTIVELY.
  2. REFER TO DRAWING C2018 FOR INTERIOR DRAINAGE CANAL (LINE G) HORIZONTAL ALIGNMENT DATA.
  3. REFER TO DRAWINGS C2108 AND C2109 FOR DATA.
  4. ENGINEER FOR TRANSMISSION RESPONSIBLE TO BE COORDINATED AND SCHEDULED WITH FPL.



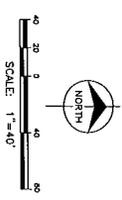
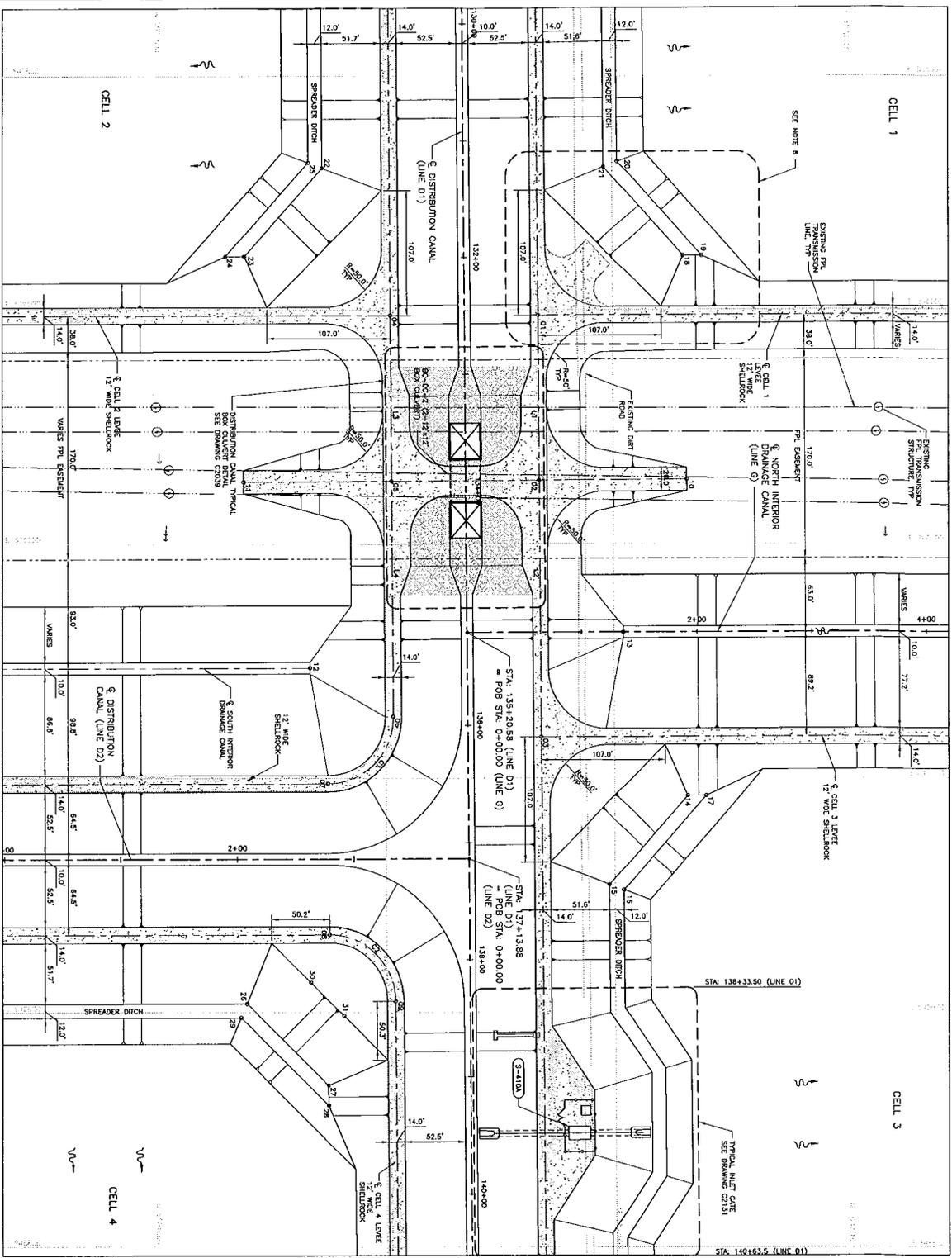
The consultant contractor or other parties...  
**HDR**  
 1575 N.W. 111th Ave., Suite 100  
 Fort Lauderdale, FL 33309  
 TEL: 954.575.1100  
 FAX: 954.575.1101  
 PROJECT NO. 1575-111-100-100-100

**C-44 RESERVOIR/STA PROJECT**  
**STORMWATER TREATMENT AREA (STA)**  
**DISTRIBUTION CANAL PLAN**  
**POB STA: 95+88.53 TO STA: 142+73.62**  
**(LINE D1)**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**ACCELER8 PROGRAM**  
 PHONE: 561-686-8800  
 3301 SUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33406

ENGINEER: B. MEYER	DATE: 04/05/08	SCALE: AS SHOWN
DRAWN: E. GOLDSAD	DATE: 04/05/08	SCALE: AS SHOWN
CHECKED: E. GARCIA-LUNA	DATE: 04/05/08	SCALE: AS SHOWN
ISSUED FOR: MD	DATE: 04/05/08	SCALE: AS SHOWN
REVISION DESCRIPTION:	DATE:	SCALE: AS SHOWN



- NOTES:
1. REFER TO DRAWING C2013 FOR SITE DC22 LOCATION.
  2. REFER TO DRAWINGS C2012 AND C2026 FOR DISTRIBUTION CANAL FOR RESERVOIR/STATION.
  3. REFER TO DRAWING C2028 FOR NORTH INTERIOR DRAINAGE CANAL (LINE G) HORIZONTAL ALIGNMENT DATA.
  4. REFER TO DRAWING C2017 FOR POINT, LINE AND CURVE DATA.
  5. REFER TO RESERVOIR PLAN SET, VOLUME VII FOR CELL INTERIOR GRADING.
  6. REFER TO RESERVOIR PLAN SET, VOLUME VII FOR ADDITIONAL FEATURES.

The consultant, contractor or other parties to this contract shall be responsible for obtaining all necessary permits and approvals from the Florida Statutes Chapter 119. These parties are responsible for obtaining all necessary approvals in the manner, review by any unaffiliated individual necessary for this project, if prohibited, work necessary for this project.



DATE: 04/05/08  
SHEET: 18 OF 235

**C-44 RESERVOIR/STA PROJECT  
STORMWATER TREATMENT AREA (STA)  
DISTRIBUTION CANAL  
SITE DC2  
LAYOUT**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ACCELER8 PROGRAM**  
PHONE: 561-686-8800  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33406

ENGINEER: B. MEYER	DATE: 04/05/08	ISSUED FOR: BO
DRAWN: E. COLOMBO	SCALE: AS SHOWN	REVISION DESCRIPTION:
CHECKED: E. GARCIA-LUNA	DATE: 04/05/08	DATE: 04/05/08
DATE: 04/05/08	DATE: 04/05/08	DATE: 04/05/08
SCALE: AS SHOWN	DATE: 04/05/08	DATE: 04/05/08

POINT	ELEV	STATION	OFFSET	DESCRIPTION
01	35.8	13+49.85	64.5' L	INTERSECTION
02	35.9	13+41.01	64.5' L	INTERSECTION
03	35.8	13+41.008	64.5' L	INTERSECTION
04	35.8	13+41.02	64.5' R	INTERSECTION
05	35.8	13+41.04	64.5' R	INTERSECTION
06	35.8	13+41.04	64.5' R	INTERSECTION
07	35.8	13+44.24	121.2' R	PT & CELL 4 LEV
08	35.8	13+44.24	121.2' R	PT & CELL 4 LEV
09	35.8	13+44.24	64.5' R	PT & CELL 4 LEV
10	25.5	13+49.01	192.8' L	END ACCESS PUMP
11	26.1	13+49.01	192.8' R	END ACCESS PUMP
12	14.0	13+44.02	136.6' R	SOCC BOTTOM BEING
13	14.0	13+44.17	136.6' R	SOCC BOTTOM BEING
14	14.0	13+44.17	136.6' L	SPREADER DITCH BOTTOM CELL 3
15	18.5	13+44.121	136.6' L	SPREADER DITCH BOTTOM CELL 3
16	18.5	13+44.121	136.6' L	SPREADER DITCH BOTTOM CELL 3
17	18.5	13+44.111	206.9' L	SPREADER DITCH BOTTOM CELL 3
18	18.5	13+49.291	197.0' L	SPREADER DITCH BOTTOM CELL 1
19	18.5	13+49.29	207.1' L	SPREADER DITCH BOTTOM CELL 1
20	18.5	13+18.82	136.2' L	SPREADER DITCH BOTTOM CELL 1
21	18.5	13+23.49	136.2' L	SPREADER DITCH BOTTOM CELL 2
22	18.5	13+23.49	136.2' R	SPREADER DITCH BOTTOM CELL 2
23	18.5	13+23.49	136.2' R	SPREADER DITCH BOTTOM CELL 2
24	18.5	13+23.49	206.9' R	SPREADER DITCH BOTTOM CELL 2
25	18.5	13+16.14	136.2' R	SPREADER DITCH BOTTOM CELL 2
26	18.5	13+16.14	193.0' R	SPREADER DITCH BOTTOM CELL 4
27	18.5	13+16.14	136.2' R	SPREADER DITCH BOTTOM CELL 4
28	18.5	13+23.49	136.2' R	SPREADER DITCH BOTTOM CELL 4
29	18.5	13+44.17	136.1' R	SPREADER DITCH BOTTOM CELL 4
30	32.0	13+44.17	136.1' R	TOP OF CELL LEV AT LOW POINT
31	32.0	13+44.17	192.2' R	TOP OF CELL LEV AT LOW POINT

LINE	LENGTH	BEARING
L1	141.2'	N89°14'44"E
L2	210.7'	N89°07'44"E
L4	206.8'	N89°07'44"E

CURVE	DELTA (Δ)	RADIUS	LENGTH	TANGENT LENGTH	CHORD LENGTH
C1	90°13'01"	57.00'	89.78'	57.25'	80.27'
C2	89°44'59"	57.00'	89.29'	56.37'	80.43'

NOTE:  
1. POINT, LINE AND CURVE DATA ON THIS DRAWING ARE FOR DRAWINGS 20116 AND 22018.



PROJECT OR DESIGN NAME: L-1000  
L-1000 CANAL IMPROVEMENT AND STABILIZATION

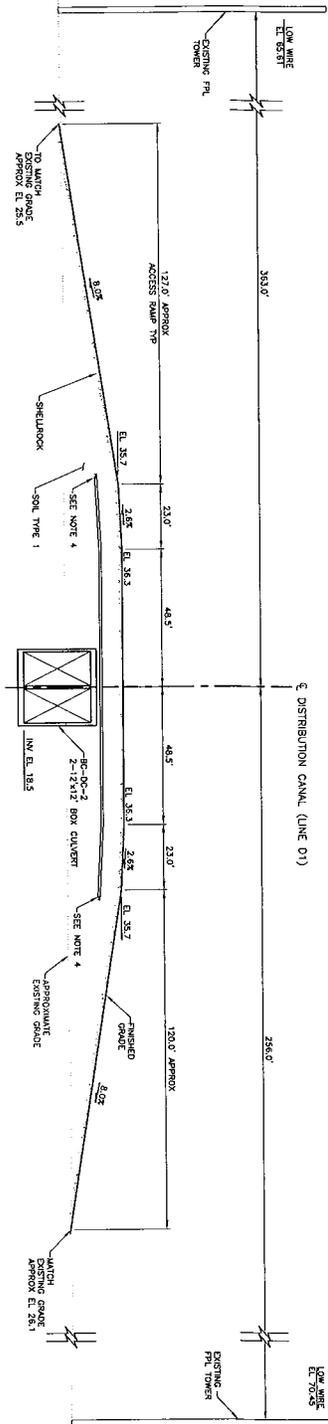
C-44 RESERVOIR/STA PROJECT  
STORMWATER TREATMENT AREA (STA)  
DISTRIBUTION CANAL  
SITE DC2  
GEOMETRY TABLES



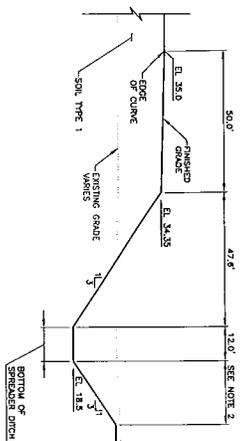
SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ACCELER8 PROGRAM  
PHONE: 561-686-8800  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33406

ENGINEER: B. MEYER	DATE: 02/18/07	ISSUED FOR BIDDING
DRAWN: C. MARTIN	DATE: 04/14/08	REVISION DESCRIPTION
CHECKED: E. GARCIA-LUNA	DATE: _____	
SCALE: AS SHOWN	DATE: _____	

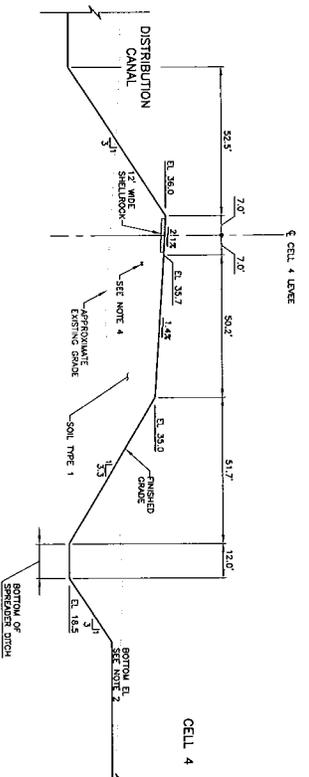
CONTRACT NO. P507-4-005  
SHEET NO. 19 OF 235



SECTION AT STA. 18319101 (LINE D1)  
 HORIZ SCALE: 1" = 20'  
 VERT SCALE: 1" = 10'

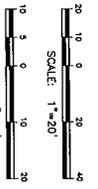


SECTION B  
 HORIZ SCALE: 1" = 20'  
 VERT SCALE: 1" = 10'



SECTION C  
 HORIZ SCALE: 1" = 20'  
 VERT SCALE: 1" = 10'

- NOTES:
1. REFER TO DRAWINGS C2107 FOR REQUIRED REMEDIATION PRING.
  2. REFER TO DRAWING C2108 AND C2110 FOR CELL INTERIOR GRADING.
  3. REFER TO SPECIFICATIONS SECTION 0230 FOR SEED, SO2, AND MULCH REQUIREMENTS.
  4. PERMANENT BURNED CONTOURS TO BE LOCATED ACCORDING TO DRAWING 1 FOR EXISTING AND SOIL TYPE 1 REFER TO DRAWING C2014.



The consultant, contractor or other parties responsible for the design and construction of the Florida Statewide Chapter 175 Stormwater Management System shall be held responsible for any unauthorized individual or entity's use of the project information necessary for this project if prohibited.



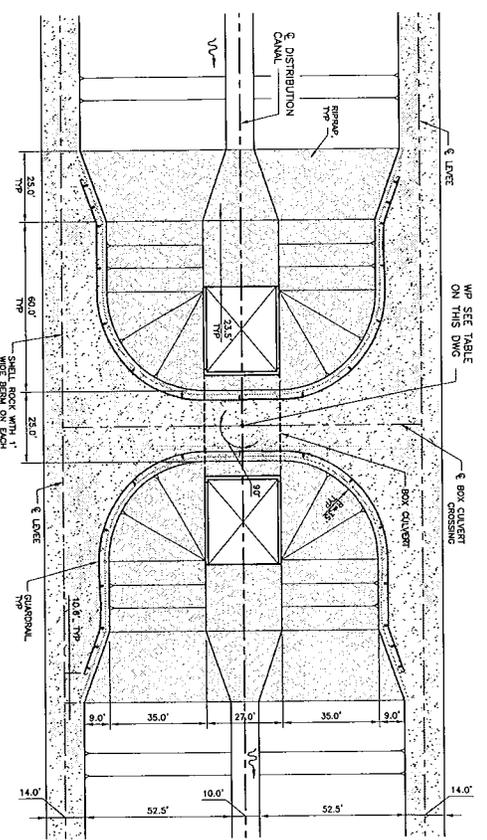
1001 E. Greenway, Suite 200  
 West Palm Beach, FL 33411  
 561-838-8800  
 Fax: 561-838-8805  
 www.hdr.com

C-44 RESERVOIR/STA PROJECT  
 STORMWATER TREATMENT AREA (STA)  
 DISTRIBUTION CANAL  
 SITE DC2  
 SECTIONS

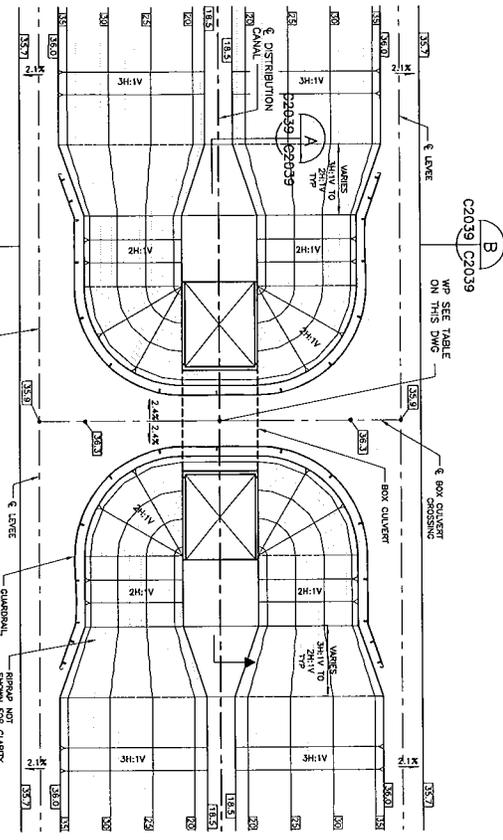


SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 ACCELER8 PROGRAM  
 PHONE: 561-686-8800  
 3301 GUN CLUB ROAD  
 WEST PALM BEACH, FLORIDA 33406

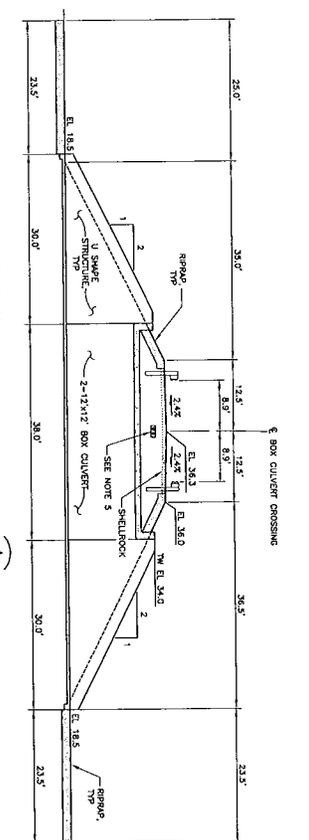
ENGINEER: B. MEYER	DATE: 02/12/07	ISSUED FOR BID
DRAWN: K. DONALDSON	DATE: 02/12/07	REVISION DESCRIPTION
CHECKED: E. GARCIA-LUNA	DATE: 02/12/07	
SCALE: AS SHOWN	DATE: 02/12/07	



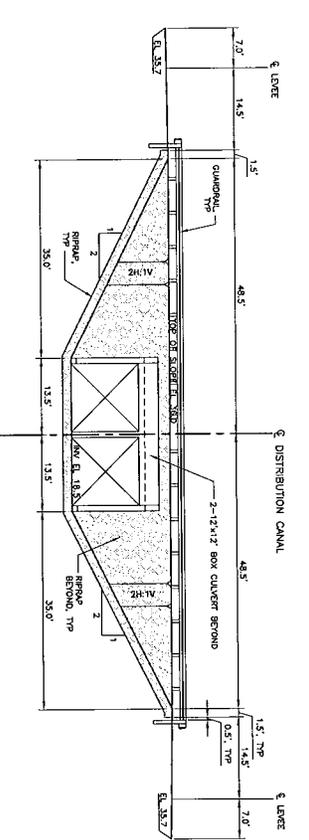
TYPICAL DETAIL LAYOUT  
SCALE: 1" = 20'



TYPICAL DETAIL GRADING  
SCALE: 1" = 20'



SECTION A  
SCALE: 1" = 10'



SECTION B  
SCALE: 1" = 10'

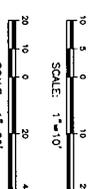
**DISTRIBUTION CANAL  
BOX CULVERT  
WP LOCATION**

BOX CULVERT	STATION	LINE
BC-DC-1	STA. 134+91.01	01
BC-DC-2	STA. 144+73.82	01
BC-DC-3	STA. 144+73.82	01
BC-DC-4	STA. 118+80.24	02

- NOTES:**
1. REFER TO DRAWING 8200 FOR BOX CULVERT STRUCTURAL INFORMATION.
  2. REFER TO RESERVOIR PLANS, VOLUME II FOR BOX CULVERT BC-DC-1 INFORMATION.
  3. REFER TO GENERAL PROJECT INFORMATION PLANS, VOLUME I FOR INFORMATION ON THE PROJECT.
  4. CULVERTS SHALL BE RIPPED ASPIR STRIPPERS MODEL NO. 400 (SHEET 17 OF 22) WITH ROUNDED END SECTIONS. ALL CULVERTS SHALL BE STANDARD THINWALL (INDEX NO. 400, SHEET 19 OF 23).
  5. PERMANENT BURIED CONDUITS TO BE LOCATED ACCORDING TO E001.
  6. REFER TO DRAWING 8201 FOR INFORMATION ON THE PROJECT.
  7. REFER TO DRAWING 8201.



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41 of 235

C-44 RESERVOIR/STA PROJECT  
STORMWATER TREATMENT AREA (STA)  
DISTRIBUTION CANAL  
TYPICAL BOX CULVERT  
DETAIL AND SECTIONS



SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ACCELER8 PROGRAM  
PHONE: 561-686-8800  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FLORIDA 33406

ENGINEER: B. MEYER	DATE: 02/12/07	ISSUED FOR BID
DRAMA: K. GONZALEZ	DATE: 02/12/07	REVISION DESCRIPTION
CHECKED: E. GARZA-ALBA	DATE: 02/12/07	
SCALE: AS SHOWN	DATE: 02/12/07	



Florida Power & Light Company, 700 Universe Blvd., TS4/JW, Juno Beach, FL 33408  
Phone: (561) 904-3604, Fax: (561) 904-3710

March 12, 2013

Ms. Sue Ray  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406

**RE: Proposed Relocation of Transmission Facilities Located in FPL's Easement N/O Citrus Boulevard, Martin County, Florida, for the C44 Drainage Improvement Project**

**Transmission Line: Midway -Ranch 230kV, Strs. #33W8, 33W9, A33W8 and A33W9.**

Dear Ms. Ray,

We have evaluated your request to relocate our existing transmission facilities referred as above. The detailed estimate to accommodate this potential overhead relocation is \$400,945.26. The scope of the work covered under this estimate will be to relocate and replace in-line the tangent structures as outlined in the enclosed relocation agreement.

The previously provided deposit will be applied towards the estimated amount owed to FPL for the project, should you decide to proceed with the work, and contract for that work, within 90 days of the date the detailed estimate is provided.

Please review the relocation agreement at your first convenience. If you wish FPL to initiate construction of the relocation, please sign both copies of the relocation agreement and send these to my attention along with the check for the balance payment to: Florida Power & Light Company, Transmission Projects Department, 700 Universe Blvd., TS4/JW Juno Beach, Florida 33408.

The enclosed detailed estimate is valid for 90 days, and would be subject to change in the event of a work scope change. Payment in full and execution of an agreement will be required prior to commencement of construction. Time of construction can vary depending upon easement execution, permitting, resource availability, material delivery and line clearances. Such projects are scheduled after full payment is made and a Relocation Agreement is executed.

Please feel free to contact me on (561) 904-3604, should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'George J. Beck', is written over a blue circular stamp.

George J. Beck, P.E.  
Transmission Relocations Engineer

enclosure

**an FPL Group company**

SFWMD C44  
FPL Relocation Structures 33W8, 33W9  
Exhibit A



Str 33W9

Str 33W8

Martin

Midway-Ranch 230kV

Indiantown [339]

SW-Kanner-Hwy

76

© 2013 Google

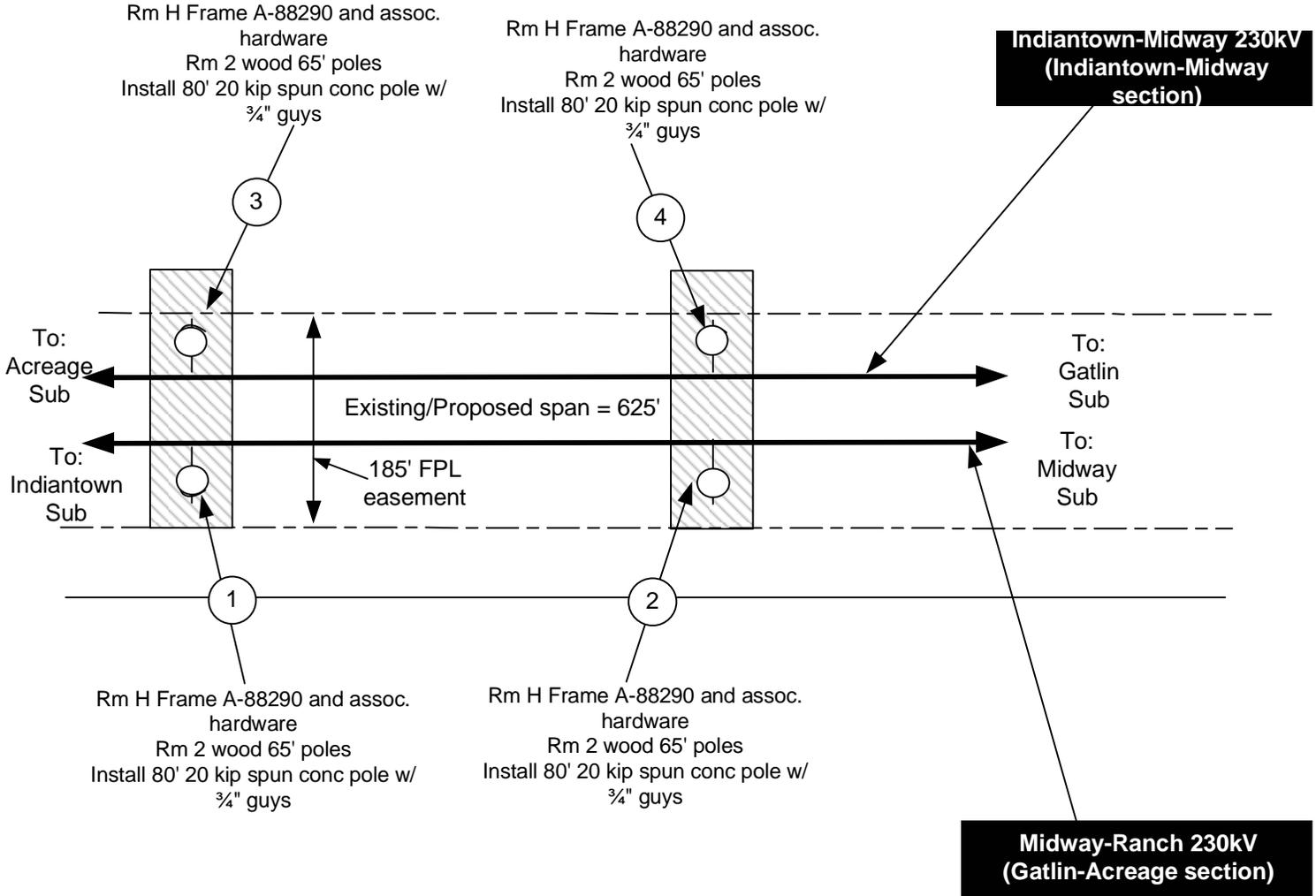
27°03'31.36" N 80°23'16.87" W elev 25 ft

Attachment: Exhibit A (Resolution No. 2013 - 0406 : C-44 Facilities Relocation Agreement - Contract Number 4600002701)

# SFWMD C44 Basin RELOCATION



## Exhibit B



Drawing not to scale

AS-BUILT CREW PRINT

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN AND VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS

**FPL**

**IO # T0000001000**

FOREMAN'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS BUILT PRINT OR BILL OF MATERIAL. CHANGES ARE STATED ON JOB INSTRUCTIONS OR INVENTORIES

FOREMAN'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**LINE NAME: Indiantown-Midway 230kV and Midway-Ranch 230 kV**

**LINE SEC.: Indiantown-Midway & Gatlin-Acreage sections**

SUPERVISOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DESIGNED BY: FPL (Victor Badal - office # 561-904-3600)

**COUNTY: Martin Co.**

PERMITS: FDOT no R/R CROSSING no ENVIRONMENTAL No

OTHER:  
 POLES(S): 4 EASEMENT yes ROAD RIGHT OF WAY no PERMIT

UPDATE RECORDS: ORION Yes ROUTE-OF-LINE

PHASING DIAGRAM: DRAWING # see specification book- Phasing Diagram section

**Replace 4 structures**

**Project Description**

**Summary Estimate of Cost**

**Project Name:**

RBL REL Gal-Acr, Mid-Ind; SFWMD C44; Strs  
33W8, 33W9

Project Level

**Work Order** T00000001000  
**List (max 6)**

Line No	Salvage	Removal	Item	Item Cost	Total
6			<b>(A) ENGINEERING</b>		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$28,116.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$28,116.00</u>	<u>\$28,116.00</u>
14					
15			<b>(B) LAND &amp; LAND RIGHTS (RIGHT OF WAY)</b>		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			<b>(C) CONSTRUCTION</b>		
25		\$3,359.33	Labor	\$9,761.39	
26			* Additives of Labor		
27		\$1,666.15	Transportation Expenses	\$4,841.41	
28			Material	\$116,649.50	
29			* Stores Loading	\$5,925.30	
30		\$45,229.32	Contractor & Misc. Expenses	\$131,425.20	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$50,254.80</u>	Sub-total	<u>\$268,602.80</u>	<u>\$318,857.60</u>
33					
34			<b>(D) OTHER - MAINTENANCE</b>		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			<b>(E) ADMINISTRATIVE &amp; GENERAL COSTS</b>		
45		\$12,035.41	Administrative & General Costs	\$41,936.25	
46		<u>\$12,035.41</u>	Sub-total	<u>\$41,936.25</u>	<u>\$53,971.66</u>
47					
48	<u>\$0.00</u>	<u>\$62,290.21</u>	<b>GRAND TOTAL</b>	<u>\$338,655.05</u>	<u>\$400,945.26</u>
49			TOTAL INSTALLATION AND MAINTENANCE COST		\$338,655.05
50			TOTAL REMOVAL COST		\$62,290.21
51			SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)		\$0.00
52			SUB-TOTAL		<u>\$400,945.26</u>
53			CREDIT ###.###% (FROM AGREEMENT)		\$0.00
54			NET REPLACEMENT COST (Sum lines 52 and 53)		<u>\$400,945.26</u>

\* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Attachment: Exhibit C (Resolution No. 2013 - 0406 : C-44 Facilities Relocation Agreement - Contract Number 4600002701)

**Work Order Description**

**Summary Estimate of Cost**

Work Order Level

**Project Name**

RBL REL Gal-Acr; Mid-Ind; SFWMD C44;  
Strs 33W8, 33W9

**Work Order** T00000001000

Line No	Salvage	Removal	Item	Item Cost	Total
6			<b>(A) ENGINEERING</b>		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$28,116.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<b>\$28,116.00</b>	<b>\$28,116.00</b>
14					
15			<b>(B) LAND &amp; LAND RIGHTS (RIGHT OF WAY)</b>		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			<b>(C) CONSTRUCTION</b>		
25		\$3,359.33	Labor	\$9,761.39	
26			* Additives of Labor		
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32		<b>\$50,254.80</b>	Sub-total	<b>\$268,602.80</b>	<b>\$318,857.60</b>
33					
34			<b>(D) OTHER - MAINTENANCE</b>		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			<b>(E) ADMINISTRATIVE &amp; GENERAL COSTS</b>		
45		\$12,035.41	Administrative & General Costs	\$41,936.25	
46		<b>\$12,035.41</b>	Sub-total	<b>\$41,936.25</b>	<b>\$53,971.66</b>
47					
48	<b>\$0.00</b>	<b>\$62,290.21</b>	<b>GRAND TOTAL</b>	<b>\$338,655.05</b>	<b>\$400,945.26</b>
49	TOTAL INSTALLATION AND MAINTENANCE COST				<b>\$338,655.05</b>
50	TOTAL REMOVAL COST				<b>\$62,290.21</b>
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				<b>\$0.00</b>
52	SUB-TOTAL				<b>\$400,945.26</b>
53	CREDIT FROM AGREEMENT (0%)				<b>\$0.00</b>
54	NET REPLACEMENT COST (Sum lines 52 and 53)				<b>\$400,945.26</b>

\* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: \_\_\_\_\_

Submitted By: \_\_\_\_\_

**M E M O R A N D U M**

**TO:** Governing Board Members

**FROM:** Terrie Bates, Director, Water Resources Division

**DATE:** April 11, 2013

**SUBJECT:** Resolution Declaring April as Water Conservation Month in Florida

**Agenda Item Description**

This item approves a resolution supporting the American Water Works Association in declaring April as Water Conservation Month in Florida.

**Background**

For the past 15 years, the month of April has been proclaimed as Water Conservation Month in Florida to increase awareness of and promote efficient use of our state's diverse water resources. Since April is normally the last full month of Florida's dry season when water needs are most acute, much attention is paid to the importance of conserving water. Joining the Florida Section of the American Water Works Association in declaring April as Water Conservation Month in Florida, the District is supporting the actions of other water management districts, local governments, and non-governmental organizations, which are adopting similar proclamations throughout Florida.

**Core Mission and Strategic Priorities**

This item supports the District's core mission supports the District's core mission and five-year strategic goals by fostering a water conservation ethic and promotes efficient use of water, and extending water supplies to meet existing and future water needs. Conservation and efficient use of water is cheaper than developing alternative water supplies.

**Funding Source**

This action is at no cost to the District.

**Staff Recommendation**

Staff recommends approval of the resolution declaring April as Water Conservation Month in Florida.

If you have any questions, please call Terrie Bates at ext. 6952 or Dean Powell at ext.6787.

## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

### Resolution No. 2013 - 0407

**A Resolution of the Governing Board of the South Florida Water Management District supporting the Florida Section of the American Water Works Association in declaring April as Water Conservation Month in Florida; providing an effective date. (WR, Jim Harmon, ext. 6777)**

**WHEREAS**, the South Florida Water Management District continues in its commitment to promote the overall water conservation goal of the State of Florida by preventing and reducing wasteful, uneconomical, impractical and unreasonable use of water resources and by supporting programs that employ water saving technology and education programs that cultivate a strong water conservation ethic; and

**WHEREAS**, this effort is consistent with the efforts of the Water Use Efficiency Division of the Florida Section, American Water Works Association; and

**WHEREAS**, the South Florida Water Management District is implementing a Comprehensive Water Conservation Program to promote a lasting ethic throughout its 16 counties; and

**WHEREAS**, the South Florida Water Management District consistently promotes water conservation by establishing educational networks, developing water wise guidelines, providing grant funds, disseminating water conservation information, participating in statewide partnerships, and advocating water management practices which sustain reductions in per capita water use compatible with economic growth; and

**WHEREAS**, the South Florida Water Management District has identified an additional opportunity to raise conservation awareness and has designated April, typically the last month of Florida's dry season when water needs are most acute, as Water Conservation Month to educate consumers about the need for conservation and the ways in which they can help save the state's precious water resources; and

**WHEREAS**, for the past 15 years, the month of April has been proclaimed as Water Conservation Month in Florida to increase awareness of and promote efficient use of our state's diverse water resources, the South Florida Water Management District is continuing this tradition with a renewed spirit and enthusiasm; and

**WHEREAS**, recent droughts and water shortages serve as a reminder that Florida's water resources, no matter how diverse, are precious and finite; and

**WHEREAS**, all water users including commercial, industrial, agricultural, recreational, institutional, hospitality, private citizens and others can make positive contributions to reduce water use and protect Florida's vital water resources; now therefore

**BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT:**

**Section 1.** The Governing Board of the South Florida Water Management District hereby supports the Florida Section of the American Water Works Association in designating April 2013 as **WATER CONSERVATION MONTH** in the State of Florida and

**Section 2.** The Governing Board of the South Florida Water Management District urges every citizen and visitor to become more aware of the need to save our precious water supply and to take appropriate measures to conserve and protect this vital natural resource.

**PASSED** and **ADOPTED** this 11th day of April, 2013.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD  
By:

\_\_\_\_\_

Chairman

Attest:

Legal form approved:

By:

\_\_\_\_\_

District Clerk/Secretary

\_\_\_\_\_

Office of Counsel

Print name:

\_\_\_\_\_

## M E M O R A N D U M

**TO:** Governing Board Members

**FROM:** Doug Bergstrom, Director, Administrative Services Division

**DATE:** April 11, 2013

**SUBJECT:** Monthly Financial Statement – February 2013

The attached financial status report is provided for your review. This report provides a high level snapshot of District financial activity and includes revenue collections by source and expenditures by program. Also attached is a summary in the State Program format in compliance with 2012 SB 1986 revising 373.536(4)(e) F.S., requiring each District to provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the District's Governing Board and make such monthly financial statement available for public access on its website. This unaudited financial statement is provided as of February 28, 2013, with 42% of the fiscal year completed.

**Schedule of Sources and Uses** – This financial statement compares revenues received and encumbrances / expenditures made against the District's FY2013 \$622.0 million consumable budget. Encumbrances represent orders for goods and services which have not yet been received.

- As of February 28, 2013, with the fiscal year 42% complete, 68.2% of the District's budgeted operating revenue has been collected. The primary source of operating revenue received to date is taxes. Ad Valorem taxes comprise 68% of the budgeted operating revenues and drive collections based on the annual cycle of the property tax bill. The remaining revenue source is fund balance which represents the amount of prior year residual revenue that is budgeted in the current year and has already been received. Total FY2013 sources collected were 79.8% of budget or \$496.4 million.
- As of February 28, 2013, 86% of budgeted Ad Valorem tax revenue and 97.3% of budgeted Agricultural Privilege tax revenue have been collected. Ad Valorem and Agricultural Privilege tax collections peak November through January driven by the mailing of property tax bills in October and the 4% maximum discount available when paid in full by November 30. These taxes are budgeted at a discounted rate of 95% to allow for the discounts property owners may take advantage of through early payment options. Historical ad valorem trends for the past five years, through February, support an average collection rate of 82%.
- As of February 28, 2013, 7.6% of budgeted intergovernmental revenues have been collected. In addition to reimbursement agreements, intergovernmental revenues include proceeds from the sale of Indian River Lagoon and Everglades license plates. Revenue received through February for the sale of license plates totals \$186K. The bulk of intergovernmental revenue is from reimbursements from the Save Our Everglades Trust Fund, Water Management Lands Trust Fund, and the Florida Fish and Wildlife Conservation Commission. Reimbursement requests are submitted to the state based on actual expenses incurred and are typically received later in the fiscal year.

- As of February 28, 2013, \$2 million or 41.2% of budgeted Investment Earnings have been realized. The District budgeted a conservative \$4.95 million in investment earnings for FY2013 distributed as follows: \$4.59 million in ad valorem funds and \$362K in non ad valorem funds. Year to date interest earnings in ad valorem funds amount to \$1.6 million or 35.9% of the budgeted amount, while interest earnings in non ad valorem funds amount to \$394K or 108.7% of the budgeted level. Investment earnings reflect a downward trend over the past years and are representative of lower cash balances, reduced ad valorem tax levies and lower interest rate yields.
- Lease revenue represents amounts collected from leases of real property owned by the District. The timing of revenue received is based on the fee schedules within the agreements – monthly, semi-annual or annual payments – and these varying timing issues impact the collection rate. The District has currently collected \$1.3 million which represents 46.8% of the current year budgeted lease revenue of \$2.7 million. The lease revenue collected for lands within restricted categories such as Farm Bill and State Lands require these funds be used within strict guidelines as defined by acquisition agreements.
- Budgeted licenses, permits and fees revenue is from water use permits, environmental resource permits and right of way permits. FY2013 income received totals \$9.4 million and is primarily due to unbudgeted receipts of \$8.4 million from dedicated Lake Belt and Wetland mitigation fees from restoration projects and fees for mining tonnage removed. The balance of receipts includes permit fees \$321K (39.5% of budgeted revenue) and licenses/miscellaneous fees of \$681K (45.8% of budgeted revenue).
- Budgeted revenue in the Other category includes \$275K in civil penalties and enforcement fees and \$250K in miscellaneous revenues such as cash discounts, insurance reimbursements, refunds for prior year expenditures, and sale of recycled oil and scrap metal. Fiscal year collections amount to \$208K representing 39.7% of the budgeted \$525K.
- Sale of District Property represents the sale of real property and land. This is budgeted conservatively due to the uncertainty involved. FY2013 revenues received total \$162K.
- Self insurance premiums represent the District's contribution and the contribution from active and retired District employees to the self funded health benefits program. Also included is the District's contribution to the workers compensation, auto and general liability self insurance program. Contributions of \$8.4 million received through February equate to 32.7% of the \$25.7 million budget and reflect monthly premiums.

#### **Expenditure and Encumbrance Status:**

As of February 28, 2013, with 42% of the year complete, the District has expended **\$164.0 million or 29.2%** and has encumbered **\$129.6 million or 23.1%** of its non-reserve budget. The District has obligated (encumbrances plus expenditures) **\$293.6 million or 52.3%** of its non-reserve budget.

**Summary of Expenditures and Encumbrances by Program** – This financial statement illustrates the effort to date for each of the District's program areas. Provided below is a discussion of the primary uses of funds by program.

- The **Comprehensive Everglades Restoration Plan Program** has obligated 43.8% and expended 8.3% of their \$125.5 million budget. Principal expenditures include personnel services (\$2.3 million), contractual services (\$1 million), operating (\$493K), and capital outlay (\$6.6 million). Contractual services encumbrances (\$9.3 million) and capital outlay encumbrances (\$35.2 million) include the following projects: L-8 Flow Equalization Basin, C-44 Reservoir/STA Project, CERP Monitoring and Assessment, C-111 Spreader Canal, Southern Crew, Loxahatchee Impoundment Landscape Initiative, Picayune Strand, South Miami Dade Seasonal Operations Study, Biscayne Bay, WCA3 Decompartmentalization, and Central Everglades Planning Study.
- The **Coastal Watersheds Program** has obligated 57.2% and expended 25.3% of their total \$18.0 million budget. Principal expenditures include personnel services (\$1.2 million), contractual services (\$3.1 million), operating (\$45K), and capital outlay (\$194K). Contractual services encumbrances primarily consist of interagency agreements (\$4.3 million) including: St. Lucie River and Indian River Lagoon Initiatives, St. Lucie River License Tag Projects, Loxahatchee River Preservation Initiative, Big Cypress Basin Stormwater Projects, Spanish Creek/Four Corners, Miami Gardens NW 178<sup>th</sup> Dr Stormwater Retrofit, El Portal Stormwater Improvements, Mirror Lakes/Halfway Pond Rehydration; remaining contractual encumbrances (\$1.3 million) include: St. Lucie River and Caloosahatchee River Regulatory Source Controls; Loxahatchee River, St. Lucie River and Caloosahatchee Watershed Research and Water Quality Monitoring; Florida Bay and Coastal Wetlands Project; Lake Trafford Biological Monitoring; Big Cypress Real-time Monitoring and Modeling; Big Cypress Basin Saltwater Network Plan; and Collier County Water Quality Monitoring. Capital outlay encumbrances (\$89K) are for Preliminary Survey and Geo-tech services for the Lake Hicpochee Hydrologic Enhancement project.
- The **District Everglades Program** has obligated 42.9% and expended 27.0% of their total \$52.4 million budget. Principal expenditures include personnel services (\$6.8 million), contractual services (\$2.4 million), operating (\$2.7 million), and capital outlay (\$2.3 million). Contractual services encumbrances (\$3.1 million) primarily include the operations monitoring, maintenance, and repair of Stormwater Treatment Areas (STA's), Diesel Oxidation Catalyst Installation, STA 1E Exterior Levee Certification, STA Structure Inspection Program, Sulfur Action Plan, and the Everglades Regulation Source Control. Operating encumbrances (\$368K) are in support of the overall operations and the maintenance of vegetation and exotic plant control of the STA's. Capital outlay encumbrances (\$4.9 million) include work on Everglades Agricultural Area A1 Flow Equalization Basin, and STA1W Expansion, completing Compartments B & C, G-250S and G-337 Pump Bearing replacement, and construction on the G-251 Trash Rake Replacement.
- The **Kissimmee Watershed Program** has obligated 56.5% and expended 4.9% of their total \$31.7 million budget. Principal expenditures include personnel services (\$649K), contractual services (\$345K), operating (\$17K), and capital outlay (\$555K). Contractual services and operating encumbrances (\$1.4 million) primarily consist of the Kissimmee River Restoration Evaluation (\$266K), Kissimmee Basin Modeling and Operating System (\$628K), the Oak Creek project (\$124K), Rolling Meadows (\$75K), hydrologic

monitoring (\$226K), and land acquisition costs and environmental risk assessments (\$40K). Capital outlay encumbrances (\$15.0 million) are primarily for the Kissimmee River Restoration land acquisition cases and the Kissimmee River Restoration project.

- The **Lake Okeechobee Program** has obligated 46.9% and expended 13.0% of their total \$22.9 million budget. Principal expenditures include personnel services (\$1.5 million), contractual services (\$1.3 million), operating (\$134K), and capital outlay (\$60K). Contractual services and operating encumbrances (\$7.8 million) primarily consist of the Dispersed Water Management and Florida Ranchland Environmental Services Projects (\$6.8 million), Information Technology Support (\$544K), Northshore Navigation Canal project (\$95K), Lake Okeechobee Watershed Pre-Drainage Characterization study (\$68K), Phosphorous Source Control project (\$59K), Phosphorus Reduction projects (\$91K), Water Quality Assessments and reporting (\$55K), and Lakeside Ranch STA (\$41K).
- The **Land Stewardship Program** has obligated 36.0% and expended 17.3% of their total \$19.5 million budget. Principal expenditures include personnel services (\$1.5 million), contractual services (\$1.4 million), operating (\$440K), and capital outlay (\$12K). Contractual and operating encumbrances (\$3.7 million) include the maintenance of vegetation and exotic plant control, provision of law enforcement services, and management of District owned lands and facilities.
- The **Mission Support Program** has obligated 42.7% and expended 33.2% of their total \$52.5 million budget. Principal expenditures include personnel services (\$9.3 million), contractual services (\$2.9 million), operating (\$4.7 million), and capital outlay (\$307K). Contractual services encumbrances (\$2.9 million) include IT consulting services, hardware, software, and systems maintenance for the fiscal year; facilities maintenance and repair services, and audit and legal professional services. Operating encumbrances (\$1.7 million) include utilities, equipment rental and space rental. Capital outlay encumbrances (\$157K) include computer hardware and design work for the Emergency Operations Center air conditioner system and data center upgrades.
- The **Modeling and Science Support Program** has obligated 47.8% and expended 35.5% of their total \$13.0 million budget. Principal expenditures include personnel services (\$3.5 million), contractual services (\$826K), operating (\$230K), and capital outlay (\$56K). Contractual services and operating encumbrances (\$1.5 million) include technical and peer reviews, computer hardware and software, organic analysis, sediment/water quality sampling, computer hardware and software, fuel, utilities, and equipment rental. Capital outlay encumbrances (\$62K) are primarily for field equipment.
- The **Operations and Maintenance Program** has obligated 65.3% and expended 42.9% of their total \$141.3 million budget. Principal expenditures include personnel services (\$21.2 million), contractual services (\$20.6 million), operating (\$14.3 million), and capital outlay (\$4.5 million). Encumbrances for contractual services and capital outlay (\$29.9 million) primarily relate to the O&M capital program for maintenance and repair of existing water management system canals and water control structures including C-41A Canal Bank Stabilization, North Shore Trash Rake Project, Miami B-47 Building Replacement, Hillsboro Canal Bank Stabilization Design, S-193 Navigation Lock Refurbishment, Diesel Oxidation Catalyst Installation, S-5A Hardening and Service Bridge Refurbishment, S-331 Repower and Gearbox Replacement, S-140 Pump Station Refurbishment, S-21 Cathodic Protection, S-2, S-3, S-4 Roof Replacements, IT Shelters,

Central and Southern Flood Control Structure Inspections, L-40 Exterior Levee Certification, East Coast Protective Levee, Central Bridges Repairs/Replacements, project culvert replacements, the SCADA Systems Study, Vertical Datum-NAVD88, and Operations Decision Support System software. Operating encumbrances (\$1.7 million) are primarily associated with field station daily operations and maintenance including vegetation and exotic plant control for the Central and Southern Flood Control system.

- The **Regulation Program** has obligated 42.8% and expended 38.3% of their total \$25.5 million budget. Principal expenditures include personnel services (\$6.7 million), contractual services (\$673K), operating (\$2.3 million), and capital outlay (\$61K). Contractual services encumbrances (\$804K) include application development, permit scanning contractors/support, and computer hardware and software. Operating encumbrances (\$295K) primarily include hardware, software, fuel, and equipment. Capital outlay encumbrances (\$43K) consist primarily of the ePermitting enhancement project which saves time and expenses with online filing/searching of permits.
- The **Water Supply Program** has obligated 51.1% and expended 29.2% of their total \$17.6 million budget. Principal expenditures include personnel services (\$2.2 million), contractual services (\$449K), operating (\$2.2 million), and capital outlay (\$199K). Contractual services encumbrances (\$3.8 million) include the Caloosahatchee Rule Making (\$132K), Central Florida Water Initiative (\$597K), WaterSIP grants (\$265K), Florida Automated Weather Network (\$45K), Lower Floridan Aquifer (\$101K), interagency agreements for Alternative Water Supply projects (\$1.8 million), Big Cypress Basin (\$400K), hydrologic data gathering (\$472K), and education/outreach (\$20K). Capital outlay encumbrances (\$36K) consist primarily of the Lower Floridan Aquifer project
- **Reserves** of \$60.0 million are designated as economic stabilization reserves, including \$10.0 million for O&M capital projects.
- **Debt Service** expenses amount to 70.0% (\$29.5 million) of the total \$42.1 million budget. Debt service principal and interest payments include Land Acquisition Bonds issued through the Water Management Lands Trust Fund and Certificates of Participation. Scheduled debt service payments are structured into a single principal payment and partial payment of interest in October and the balance of interest in April.

We hope these reports and the associated narrative will aid in understanding the District's financial condition as well as expenditure performance against the approved budget. If you have any questions, please feel free to call Chris Flierl at (561) 682-6078 or Mike Smykowski at (561) 682-6295.

DB/CF/MS  
 Attachment

### South Florida Water Management District Statement of Sources and Uses of Funds (Unaudited)

For the month ended: February 28, 2013. Percent of fiscal year completed: 42%

SOURCES	ANNUAL BUDGET	ACTUALS THROUGH 2/28/2013	VARIANCE (UNDER) / OVER BUDGET	ACTUALS AS A % OF BUDGET
Ad Valorem Property Taxes	\$ 268,114,920	\$ 230,553,172	\$ 37,561,748	86.0%
Agricultural Privilege Taxes	11,352,040	11,042,011	310,029.14	97.3%
Intergovernmental	78,596,829	5,953,085	72,643,743.83	7.6%
Investment Earnings - Ad Valorem	4,592,000	1,648,671	2,943,328.58	35.9%
Investment Earnings - Non Ad Valorem	362,300	393,832	(31,531.96)	108.7%
<b>Investment Earnings Total</b>	<b>4,954,300</b>	<b>2,042,503</b>	<b>2,911,797</b>	<b>41.2%</b>
Leases	2,692,618	1,258,830	1,433,787.51	46.8%
Permit Fees	812,160	320,825	491,335.00	39.5%
Licenses and Misc. Fees	1,487,150	681,124	806,026.00	45.8%
Mitigation Fees - Lake Belt & Wetlands	105,000	8,408,957	(8,303,957.29)	8008.5%
<b>Licenses, Permits and Fees Total</b>	<b>2,404,310</b>	<b>9,410,906</b>	<b>(7,006,596)</b>	<b>391.4%</b>
Other	525,000	208,253	316,747	39.7%
Sale of District Property	250,000	161,650	88,350	64.7%
Self Insurance Premiums	25,712,821	8,403,610	17,309,211	32.7%
<b>SUB-TOTAL OPERATING REVENUES</b>	<b>394,602,838</b>	<b>269,034,019</b>	<b>125,568,819</b>	<b>68.2%</b>
Fund Balance	227,392,622	227,392,622	-	100.0%
<b>TOTAL SOURCES</b>	<b>\$ 621,995,460</b>	<b>\$ 496,426,641</b>	<b>\$ 125,568,819</b>	<b>79.8%</b>

USES	ANNUAL BUDGET	EXPENDITURES	ENCUMBRANCES <sup>1</sup>	REPORTED AVAILABLE BUDGET	% EXPENDED	% ENCUMBERED	% OBLIGATED <sup>2</sup>
CERP	\$ 125,451,500	\$ 10,410,655	\$ 44,539,166	\$ 70,501,678	8.3%	35.5%	43.8%
Coastal Watersheds	17,958,940	4,551,492	5,722,426	7,685,023	25.3%	31.9%	57.2%
District Everglades	52,398,318	14,138,194	8,317,096	29,943,027	27.0%	15.9%	42.9%
Kissimmee Watershed	31,749,738	1,569,058	16,383,683	13,796,997	4.9%	51.6%	56.5%
Lake Okeechobee	22,926,835	2,973,557	7,788,469	12,164,809	13.0%	34.0%	46.9%
Land Stewardship	19,486,936	3,365,942	3,652,578	12,468,416	17.3%	18.7%	36.0%
Mission Support	52,483,131	17,423,889	4,987,871	30,071,371	33.2%	9.5%	42.7%
Modeling & Sci Supp	13,008,476	4,612,263	1,611,699	6,784,514	35.5%	12.4%	47.8%
Ops & Maintenance	141,276,370	60,612,472	31,626,011	49,037,887	42.9%	22.4%	65.3%
Regulation	25,484,273	9,751,722	1,143,777	14,588,773	38.3%	4.5%	42.8%
Water Supply	17,600,962	5,133,573	3,858,797	8,608,592	29.2%	21.9%	51.1%
Debt Service	42,136,957	29,482,154	-	12,654,803	69.97%	0.00%	69.97%
<b>SUB-TOTAL NON-RESERVES USES</b>	<b>561,962,435</b>	<b>164,024,972</b>	<b>129,631,573</b>	<b>268,305,891</b>	<b>29.2%</b>	<b>23.1%</b>	<b>52.3%</b>
Reserves	60,033,025	-	-	60,033,025	0.00%	0.00%	0.00%
<b>TOTAL USES</b>	<b>\$ 621,995,460</b>	<b>\$ 164,024,972</b>	<b>\$ 129,631,573</b>	<b>\$ 328,338,915</b>	<b>26.4%</b>	<b>20.8%</b>	<b>47.2%</b>

<sup>1</sup> Represents unexpended balances of open purchase orders

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the annual budget

**South Florida Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending February 28, 2013  
(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 2/28/2013</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals as a % of Budget</b>
<b>Sources</b>				
Taxes <sup>1</sup>	\$ 279,466,960	\$ 241,595,183	\$ (37,871,777)	86.4%
Intergovernmental Revenues	78,596,829	5,953,085	(72,643,744)	7.6%
Interest on Invested Funds	4,954,300	2,042,503	(2,911,797)	41.2%
License and Permit Fees	2,404,310	9,410,906	7,006,596	391.4%
Other <sup>2</sup>	29,180,439	10,032,342	(19,148,097)	34.4%
Fund Balance	227,392,622	227,392,622	-	100.0%
<b>Total Sources</b>	<b>\$ 621,995,460</b>	<b>\$ 496,426,641</b>	<b>\$ (125,568,819)</b>	<b>79.8%</b>

<sup>1</sup> Includes Ad Valorem and Agricultural Privilege Taxes

<sup>2</sup> Includes Leases, Sale of District Property, and Self Insurance Premiums

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances<sup>3</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated<sup>4</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 54,537,910	\$ 17,951,678	\$ 11,131,815	\$ 25,454,417	32.9%	53.3%
Acquisition, Restoration and Public Works	241,227,270	40,173,702	74,773,438	126,280,131	16.7%	47.7%
Operation and Maintenance of Lands and Works	251,291,264	79,429,296	39,333,760	132,528,209	31.6%	47.3%
Regulation	29,311,540	11,015,888	1,660,792	16,634,861	37.6%	43.2%
Outreach	2,872,559	1,106,092	169,224	1,597,243	38.5%	44.4%
Management and Administration	42,754,917	14,348,317	2,562,545	25,844,055	33.6%	39.6%
<b>Total Uses</b>	<b>\$ 621,995,460</b>	<b>\$ 164,024,972</b>	<b>\$ 129,631,573</b>	<b>\$ 328,338,915</b>	<b>26.4%</b>	<b>47.2%</b>

<sup>3</sup> Encumbrances represent unexpended balances of open purchase orders and contracts.

<sup>4</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of February 28, 2013, and covers the interim period since the most recent audited financial statements.

**South Florida Water Management District**  
 Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)  
 As of: February 28, 2013

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
<b>CERP</b>							
Personnel Services	\$ 6,603,039	\$ 2,270,102		\$ 4,332,937	34.4%	0.0%	34.4%
Contractual Services	18,088,630	1,035,326	9,321,063	7,732,242	5.7%	51.5%	57.3%
Operating	1,263,464	492,749	36,985	733,730	39.0%	2.9%	41.9%
CERP Indirect	4,750,000			4,750,000	0.0%	0.0%	0.0%
Travel	25,703	4,888	839	19,976	19.0%	3.3%	22.3%
Capital Outlay	94,720,663	6,607,590	35,180,280	52,932,794	7.0%	37.1%	44.1%
<b>Total CERP</b>	<b>125,451,500</b>	<b>10,410,655</b>	<b>44,539,166</b>	<b>70,501,678</b>	<b>8.3%</b>	<b>35.5%</b>	<b>43.8%</b>
<b>Coastal Watersheds</b>							
Personnel Services	3,442,899	1,223,362		2,219,537	35.5%	0.0%	35.5%
Contractual Services	12,742,769	3,086,697	5,630,744	4,025,328	24.2%	44.2%	68.4%
Operating	101,031	45,374	1,626	54,032	44.9%	1.6%	46.5%
Travel	28,115	2,459	573	25,084	8.7%	2.0%	10.8%
Capital Outlay	1,644,126	193,600	89,483	1,361,042	11.8%	5.4%	17.2%
<b>Total Coastal Watersheds</b>	<b>17,958,940</b>	<b>4,551,492</b>	<b>5,722,426</b>	<b>7,685,023</b>	<b>25.3%</b>	<b>31.9%</b>	<b>57.2%</b>
<b>District Everglades</b>							
Personnel Services	16,704,916	6,787,691		9,917,226	40.6%	0.0%	40.6%
Contractual Services	12,045,036	2,372,634	3,068,907	6,603,495	19.7%	25.5%	45.2%
Operating	7,092,178	2,668,165	367,963	4,056,050	37.6%	5.2%	42.8%
Travel	31,650	4,539	140	26,971	14.3%	0.4%	14.8%
Capital Outlay	16,524,537	2,305,165	4,880,086	9,339,287	13.9%	29.5%	43.5%
<b>Total District Everglades</b>	<b>52,398,318</b>	<b>14,138,194</b>	<b>8,317,096</b>	<b>29,943,027</b>	<b>27.0%</b>	<b>15.9%</b>	<b>42.9%</b>
<b>Kissimmee Watershed</b>							
Personnel Services	2,255,262	648,539		1,606,723	28.8%	0.0%	28.8%
Contractual Services	11,450,902	345,348	1,359,554	9,746,000	3.0%	11.9%	14.9%
Operating	71,031	16,934	26,008	28,089	23.8%	36.6%	60.5%
Travel	22,465	3,715	760	17,990	16.5%	3.4%	19.9%
Capital Outlay	17,950,078	554,523	14,997,361	2,398,195	3.1%	83.6%	86.6%
<b>Total Kissimmee Watershed</b>	<b>31,749,738</b>	<b>1,569,058</b>	<b>16,383,683</b>	<b>13,796,997</b>	<b>4.9%</b>	<b>51.6%</b>	<b>56.5%</b>

Attachment: Summary Statement of Sources and Uses of Funds Feb FY13 (1204 : Monthly Financial

**South Florida Water Management District**  
 Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)  
 As of: February 28, 2013

	Annual Budget	Expenditures	Encumbrances	Reported	%	%	%
				Available Budget	Expended	Encumbered	Obligated
<b>Lake Okeechobee</b>							
Personnel Services	\$ 4,348,742	\$ 1,508,315		\$ 2,840,427	34.7%	0.0%	34.7%
Contractual Services	18,048,548	1,270,788	7,661,428	9,116,331	7.0%	42.4%	49.5%
Operating	324,841	134,079	127,041	63,722	41.3%	39.1%	80.4%
Travel	6,356	210	-	6,146	3.3%	0.0%	3.3%
Capital Outlay	198,348	60,165	-	138,184	30.3%	0.0%	30.3%
<b>Total Lake Okeechobee</b>	<b>22,926,835</b>	<b>2,973,557</b>	<b>7,788,469</b>	<b>12,164,809</b>	<b>13.0%</b>	<b>34.0%</b>	<b>46.9%</b>
<b>Land Stewardship</b>							
Personnel Services	3,635,390	1,497,110		2,138,280	41.2%	0.0%	41.2%
Contractual Services	13,244,363	1,415,661	3,443,948	8,384,754	10.7%	26.0%	36.7%
Operating	1,243,943	439,508	208,629	595,805	35.3%	16.8%	52.1%
Travel	16,165	1,588	-	14,577	9.8%	0.0%	9.8%
Capital Outlay	1,347,074	12,074	-	1,335,000	0.9%	0.0%	0.9%
<b>Total Land Stewardship</b>	<b>19,486,936</b>	<b>3,365,942</b>	<b>3,652,578</b>	<b>12,468,416</b>	<b>17.3%</b>	<b>18.7%</b>	<b>36.0%</b>
<b>Mission Support</b>							
Personnel Services	22,663,651	9,332,504	200,000	13,131,147	41.2%	0.9%	42.1%
Contractual Services	8,863,412	2,897,005	2,913,755	3,052,653	32.7%	32.9%	65.6%
Operating	23,338,653	4,738,054	1,695,704	16,904,894	20.3%	7.3%	27.6%
CERP Indirect	(4,750,000)			(4,750,000)	0.0%	0.0%	0.0%
Travel	337,058	149,037	21,565	166,456	44.2%	6.4%	50.6%
Capital Outlay	2,030,357	307,290	156,846	1,566,221	15.1%	7.7%	22.9%
<b>Total Mission Support</b>	<b>52,483,131</b>	<b>17,423,889</b>	<b>4,987,871</b>	<b>30,071,371</b>	<b>33.2%</b>	<b>9.5%</b>	<b>42.7%</b>
<b>Modeling &amp; Science Support</b>							
Personnel Services	9,186,443	3,493,700		5,692,743	38.0%	0.0%	38.0%
Contractual Services	2,975,121	825,862	1,344,938	804,321	27.8%	45.2%	73.0%
Operating	675,731	230,170	204,268	241,293	34.1%	30.2%	64.3%
Travel	43,485	6,949	307	36,228	16.0%	0.7%	16.7%
Capital Outlay	127,697	55,582	62,187	9,928	43.5%	48.7%	92.2%
<b>Total Modeling &amp; Science Support</b>	<b>13,008,476</b>	<b>4,612,263</b>	<b>1,611,699</b>	<b>6,784,514</b>	<b>35.5%</b>	<b>12.4%</b>	<b>47.8%</b>

**South Florida Water Management District**  
 Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)  
 As of: February 28, 2013

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
<b>Operations &amp; Maintenance</b>							
Personnel Services	\$ 50,036,461	\$ 21,191,654		\$ 28,844,806	42.4%	0.0%	42.4%
Contractual Services	45,904,524	20,621,996	18,733,280	6,549,247	44.9%	40.8%	85.7%
Operating	28,025,804	14,294,237	1,727,893	12,003,673	51.0%	6.2%	57.2%
Travel	127,990	31,730	29,552	66,707	24.8%	23.1%	47.9%
Capital Outlay	17,181,592	4,472,854	11,135,285	1,573,453	26.0%	64.8%	90.8%
<b>Total Operations &amp; Maintenance</b>	<b>141,276,370</b>	<b>60,612,472</b>	<b>31,626,011</b>	<b>49,037,887</b>	<b>42.9%</b>	<b>22.4%</b>	<b>65.3%</b>
<b>Regulation</b>							
Personnel Services	16,592,107	6,678,748		9,913,360	40.3%	0.0%	40.3%
Contractual Services	2,033,395	672,879	804,176	556,340	33.1%	39.5%	72.6%
Operating	6,366,665	2,330,677	294,790	3,741,199	36.6%	4.6%	41.2%
Travel	26,217	8,410	1,334	16,472	32.1%	5.1%	37.2%
Capital Outlay	465,888	61,008	43,477	361,403	13.1%	9.3%	22.4%
<b>Total Regulation</b>	<b>25,484,273</b>	<b>9,751,722</b>	<b>1,143,777</b>	<b>14,588,773</b>	<b>38.3%</b>	<b>4.5%</b>	<b>42.8%</b>
<b>Water Supply</b>							
Personnel Services	5,664,424	2,238,517		3,425,907	39.52%	0.00%	39.52%
Contractual Services	6,121,184	448,846	3,822,755	1,849,582	7.33%	62.45%	69.78%
Operating	5,556,423	2,244,151	-	3,312,272	40.39%	0.00%	40.39%
Travel	9,926	2,606	41	7,279	26.25%	0.41%	26.66%
Capital Outlay	249,005	199,454	36,000	13,551	80.10%	14.46%	94.56%
<b>Total Water Supply</b>	<b>17,600,962</b>	<b>5,133,573</b>	<b>3,858,797</b>	<b>8,608,592</b>	<b>29.2%</b>	<b>21.9%</b>	<b>51.1%</b>
<b>Reserves</b>							
Reserves	60,033,025			60,033,025	0.00%	0.00%	0.00%
<b>Total Reserves</b>	<b>60,033,025</b>			<b>60,033,025</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Debt Service</b>							
Debt Service	42,136,957	29,482,154		12,654,803	69.97%	0.00%	69.97%
<b>Total Debt Service</b>	<b>42,136,957</b>	<b>29,482,154</b>	<b>-</b>	<b>12,654,803</b>	<b>69.97%</b>	<b>0.00%</b>	<b>69.97%</b>
<b>Grand Total</b>	<b>\$ 621,995,460</b>	<b>\$ 164,024,972</b>	<b>\$ 129,631,573</b>	<b>\$ 328,338,915</b>	<b>26.4%</b>	<b>20.8%</b>	<b>47.2%</b>

Attachment: Summary Statement of Sources and Uses of Funds Feb FY13 (1204 : Monthly Financial

**TABLE OF CONTENTS**  
**INDIVIDUAL PERMITS ISSUED BY**  
**AUTHORITY DELEGATED TO EXECUTIVE DIRECTOR**  
**FROM March 1, 2013 TO March 31, 2013**

<b>I PERMIT APPLICATIONS</b>	<b>PAGE</b>
BROWARD COUNTY	1
CHARLOTTE COUNTY	3
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HIGHLANDS COUNTY	7
LEE COUNTY	8
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OKEECHOBEE COUNTY	11
ORANGE COUNTY	12
PALM BEACH COUNTY	13
ST LUCIE COUNTY	14

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1. DANIA BEACH PWS  
 CITY OF DANIA BEACH  
 SEC 3,4,23,26-28,33-35 TWP 51,50S RGE 42E

APPL. NO. 120419-4  
 PERMIT NO. 06-00187-W  
 ACREAGE: N/A  
 LAND USE: PUBLIC WATER SUPPLY

PERMIT TYPE: WATER USE RENEWAL  
 WATER SOURCE: BISCAYNE AQUIFER  
 ALLOCATION: 62.5 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MARCH 21, 2013

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2. FGT MASTER DEWATERING IN BROWARD COUNTY  
 FLORIDA GAS TRANSMISSION LLC  
 SEC TWP S RGE E

APPL. NO. 121220-10  
 PERMIT NO. 06-06625-W  
 ACREAGE: 1.00  
 LAND USE: DEWATERING

PERMIT TYPE: WATER USE PROPOSED  
 WATER SOURCE: WATER TABLE AQUIFER  
 ALLOCATION: NOT REQUIRED  
 LAST DATE FOR AGENCY ACTION: MARCH 20, 2013

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3. HERON BAY  
 CLUBLINK US CORPORATION  
 SEC 5,6,31 TWP 47,48S RGE 41E

APPL. NO. 120710-3  
 PERMIT NO. 06-02049-W  
 ACREAGE: 200.00  
 LAND USE: GOLF COURSE LANDSCAPE

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
 WATER SOURCE: NSID CANAL  
 ALLOCATION: 26.75 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 24, 2013

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4. NCNIP / BP-11  
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
 SEC 7,13,18 TWP 48S RGE 42,43E

APPL. NO. 121205-3  
 PERMIT NO. 06-06378-W  
 ACREAGE: 190.00  
 LAND USE: DEWATERING

PERMIT TYPE: WATER USE EXISTING/PREVIOUSLY PERMITTED  
 WATER SOURCE: WATER TABLE AQUIFER  
 ALLOCATION: NOT REQUIRED  
 LAST DATE FOR AGENCY ACTION: APRIL 9, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)



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1. EARTHSOURCE ROCK WASHING  
EARTHSOURCE INC  
SEC 21,28-34 TWP 42S RGE 26E

APPL. NO. 121212-12  
PERMIT NO. 08-00045-W  
ACREAGE: 1.00  
LAND USE: INDUSTRIAL

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
WATER SOURCE: ON-SITE BORROW PITS  
ALLOCATION: 26.4 MILLION GALLONS PER MONTH  
LAST DATE FOR AGENCY ACTION: MARCH 12, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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1. HERITAGE BAY APPL. NO. 120402-5  
 LENNAR HOMES LLC PERMIT NO. 11-02235-W  
 SEC 13,23,24 TWP 48S RGE 26E ACREAGE: 340.00  
 LAND USE: LANDSCAPE

PERMIT TYPE: WATER USE EXPIRED/PREVIOUSLY PERMITTED  
 WATER SOURCE: ON-SITE LAKES AND LOWER TAMIAMI AQUIFER  
 ALLOCATION: 55.61 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 22, 2013

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2. IMMOKALEE GROVE APPL. NO. 120726-2  
 IMMOKALEE GROVES INC PERMIT NO. 11-03386-W  
 SEC 2,3,34 TWP 47,48S RGE 29E ACREAGE: 924.36  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE EXISTING/PREVIOUSLY PERMITTED  
 WATER SOURCE: LOWER TAMIAMI AQUIFER  
 ALLOCATION: 153.4 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 14, 2013

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3. SILVER STRAND III APPL. NO. 130107-16  
 BARRON COLLIER CORPORATION PERMIT NO. 11-00263-W  
 SEC 13-15,22-24,27 TWP 47S RGE 29E ACREAGE: 3000.00  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE RENEWAL  
 WATER SOURCE: WATER TABLE AND LOWER TAMIAMI AQUIFERS  
 ALLOCATION: 450.26 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 7, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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1. SYFRETT RANCH - ARROW B  
SYFRETT RANCH INC  
SEC 3-6 TWP 38S RGE 33E

APPL. NO. 121026-10  
PERMIT NO. 28-00119-W  
ACREAGE: 3085.00  
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE MODIFICATION  
WATER SOURCE: SURFICIAL AND UPPER FLORIDAN AQUIFERS, C-41A  
ALLOCATION: 560.05 MILLION GALLONS PER MONTH  
LAST DATE FOR AGENCY ACTION: APRIL 9, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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1. BETHEA GROVE  
 OSCAR MORENO TRUST  
 SEC 27 TWP 48S RGE 31E

APPL. NO. 121210-8  
 PERMIT NO. 26-00270-W  
 ACREAGE: 125.00  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE RENEWAL  
 WATER SOURCE: LOWER TAMIAMI AQUIFER  
 ALLOCATION: 23.08 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MARCH 10, 2013

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2. MC DANIEL RANCH - EAST  
 JW MC DANIEL SR INC  
 SEC 1-3,10-15,22-27,34-36 TWP 47S RGE 33E

APPL. NO. 130227-15  
 PERMIT NO. 26-01136-W  
 ACREAGE: 6567.00  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE EXISTING/PREVIOUSLY PERMITTED  
 WATER SOURCE: LOWER TAMIAMI AQUIFER  
 ALLOCATION: 1122.84 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MAY 28, 2013

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3. MC DANIEL RANCH - NORTHWEST  
 JW MC DANIEL SR INC  
 SEC 4-10,15-17,21,22 TWP 47S RGE 33E

APPL. NO. 130227-14  
 PERMIT NO. 26-01135-W  
 ACREAGE: 2527.60  
 LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE EXISTING/PREVIOUSLY PERMITTED  
 WATER SOURCE: LOWER TAMIAMI AQUIFER  
 ALLOCATION: 493.87 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MAY 28, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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1.	CUTRALE FARMS CUTRALE FARMS INC	APPL. NO. 130116-9 PERMIT NO. 28-00124-Q  ACREAGE: 7550.00 LAND USE: Agricultural
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PERMIT TYPE: LOK SWIM WORKS OF THE DISTRICT MODIFICATION  
RECEIVING BODY:  
LAST DATE FOR AGENCY ACTION: APRIL 16, 2013

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2.	IMWID STORMWATER RETENTION AND TAILWATER RECOVERY HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  SEC 1 TWP 37S RGE 30E	APPL. NO. 120605-8 PERMIT NO. 28-00678-P  ACREAGE: 308.30 LAND USE: AGRICULTURAL
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PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION)  
RECEIVING BODY: IMWID CANAL B, PERIMETER CANAL  
LAST DATE FOR AGENCY ACTION: APRIL 1, 2013

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3.	VENUS GROVE PERRY BROTHERS  SEC 17,18 TWP 39S RGE 30E	APPL. NO. 080227-22 PERMIT NO. 28-00308-W  ACREAGE: 243.50 LAND USE: AGRICULTURAL
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PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
WATER SOURCE: UPPER FLORIDAN AQUIFER AND ON-SITE LAKES  
ALLOCATION: 39.24 MILLION GALLONS PER MONTH  
LAST DATE FOR AGENCY ACTION: APRIL 23, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)



1. COUNTRY CLUB OF MIAMI APPL. NO. 130115-1  
 MIAMI DADE COUNTY PARKS AND RECREATION PERMIT NO. 13-00109-W  
 SEC 2 TWP 52S RGE 40E ACREAGE: 231.70  
 LAND USE: GOLF COURSE

PERMIT TYPE: WATER USE RENEWAL  
 WATER SOURCE: ON-SITE LAKES  
 ALLOCATION: 43.84 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MAY 16, 2013

2. MEDLEY LOGISTIC NORTH (AKA MIAMI AIRPORT NORTH) APPL. NO. 121018-12  
 AIRPORT NORTH INDUSTRIAL INC PERMIT NO. 13-05281-P  
 SEC 10 TWP 53S RGE 40E ACREAGE: 52.82  
 LAND USE: INDUSTRIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL AND NEW  
 CONSTRUCTION/OPERATION)  
 RECEIVING BODY: ON-SITE RETENTION  
 LAST DATE FOR AGENCY ACTION: MARCH 18, 2013

3. NW 154TH ST AND NW 122ND AVE COMMERCIAL TRUCK APPL. NO. 120619-8  
 PARKING PERMIT NO. 13-02812-P  
 F AND M PARKING LLC  
 SEC 13 TWP 52S RGE 39E ACREAGE: 34.34  
 LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)  
 RECEIVING BODY: ON-SITE RETENTION  
 LAST DATE FOR AGENCY ACTION: APRIL 16, 2013

4. RIVIERA COUNTRY CLUB APPL. NO. 130122-1  
 RIVIERA COUNTRY CLUB PERMIT NO. 13-00088-W  
 SEC 19 TWP 54S RGE 41E ACREAGE: 105.00  
 LAND USE: GOLF COURSE

PERMIT TYPE: WATER USE RENEWAL  
 WATER SOURCE: BISCAYNE AQUIFER  
 ALLOCATION: 18.62 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 22, 2013

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5. SAXONY AND ATLANTIC DEVELOPMENTS SAXONY BEACH, LLC SEC 26 TWP 53S RGE 42E	APPL. NO. 130114-9 PERMIT NO. 13-05271-W ACREAGE: 1.00 LAND USE: DEWATERING
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PERMIT TYPE: WATER USE PROPOSED  
 WATER SOURCE: WATER TABLE AQUIFER  
 ALLOCATION: NOT REQUIRED  
 LAST DATE FOR AGENCY ACTION: APRIL 14, 2013

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6. TRAIL HEAD IMPROVEMENTS BIG CYPRESS NATIONAL PRESERVE SEC 12,14,19,20 TWP 53,54S RGE 31,32,35E	APPL. NO. 121011-1 PERMIT NO. 11-02135-P ACREAGE: 31.99 LAND USE: RECREATIONAL
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PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)  
 RECEIVING BODY: BIG CYPRESS NATIONAL PRESERVE  
 LAST DATE FOR AGENCY ACTION: APRIL 30, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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<p>1. OKEECHOBEE SOD AND CITRUS                  OKEECHOBEE SOD AND CITRUS                  SEC 17-20,23,24 TWP 35S RGE 33,34E</p>	<p>APPL. NO. 091030-2                  PERMIT NO. 47-00145-S                  ACREAGE: 638.60                  LAND USE: AGRICULTURAL</p>
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PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION,  
 INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)  
 RECEIVING BODY: CHANDLER SLOUGH  
 LAST DATE FOR AGENCY ACTION: MAY 12, 2013

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<p>2. TRAILVIEW                  FRA-MAR ENTERPRISES INC                  SEC 26,27,34,35 TWP 36S RGE 36E</p>	<p>APPL. NO. 121231-1                  PERMIT NO. 47-01123-W                  ACREAGE: 1040.00                  LAND USE: AGRICULTURAL</p>
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PERMIT TYPE: WATER USE PROPOSED  
 WATER SOURCE: UPPER FLORIDAN AQUIFER  
 ALLOCATION: 48.24 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MARCH 31, 2013

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Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)



1. BELLAGGIO APPL. NO. 121108-6  
 BELLAGGIO RESIDENTS ASSOCIATION INC PERMIT NO. 50-06816-W  
 SEC 6,7 TWP 45S RGE 42E ACREAGE: 143.31  
 LAND USE: LANDSCAPE

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
 WATER SOURCE: ON-SITE LAKES  
 ALLOCATION: 26.96 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MARCH 26, 2013

2. CITY OF WPB STORMWATER MASTER PLAN PROJECTS PHASE APPL. NO. 121108-3  
 CITY OF WEST PALM BEACH PERMIT NO. 50-06619-W  
 SEC 3,4,10,15,16,21-24 TWP 43,44S RGE 43E ACREAGE: 645.00  
 LAND USE: DEWATERING

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
 WATER SOURCE: WATER TABLE AQUIFER  
 ALLOCATION: NOT REQUIRED  
 LAST DATE FOR AGENCY ACTION: APRIL 2, 2013

3. OCEAN BREEZE GOLF AND COUNTRY CLUB APPL. NO. 130129-5  
 OB GOLF RECEIVER LLC PERMIT NO. 50-00088-W  
 SEC 5,6 TWP 47S RGE 43E ACREAGE: 196.00  
 LAND USE: GOLF COURSE

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
 WATER SOURCE: BISCAYNE AQUIFER, LAKE WORTH DRAINING DISTRICT CANAL L-40E AND ON-SITE LAKES  
 ALLOCATION: 40.47 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: APRIL 29, 2013

4. SEACOAST RECLAIMED WATER/SUPPLEMENTAL IRRIGATION S APPL. NO. 121213-15  
 SEACOAST UTILITY AUTHORITY PERMIT NO. 50-05421-W  
 SEC 5,6,31,35,36 TWP 41,42S RGE 42,43E ACREAGE: N/A  
 LAND USE: PUBLIC WATER SUPPLY

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL  
 WATER SOURCE: SURFICIAL AQUIFER, C-17 VIA MERRILL CANAL  
 ALLOCATION: 79.62 MILLION GALLONS PER MONTH  
 LAST DATE FOR AGENCY ACTION: MARCH 13, 2013

Attachment: IP Issued by ED March 2013 (1212 : Executive Director's Report)

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1. EVANS CREEK WATER QUALITY IMPROVEMENTS  
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
(TIITF)  
SEC 2,3,34,35 TWP 36,37S RGE 40E
- APPL. NO. 130131-1  
PERMIT NO. 56-03269-P
- ACREAGE: 9.31  
LAND USE: ENVIRONMENTALLY SENSITIVE
- PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION),  
AUTHORIZATION TO USE SOVEREIGN SUBMERGED STATE LANDS) INCLUDES RESTORATION
- RECEIVING BODY: EVANS CREEK  
LAST DATE FOR AGENCY ACTION: APRIL 1, 2013
- 
2. RIVER PLACE UPSTREAM WATER QUALITY IMPROVEMENTS  
CITY OF PORT ST LUCIE  
SEC 16 TWP 36S RGE 40E
- APPL. NO. 130205-9  
PERMIT NO. 56-03272-P
- ACREAGE: 2.35  
LAND USE: ENVIRONMENTAL RESTORATION
- PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION,  
AUTHORIZATION TO USE SOVEREIGN SUBMERGED STATE LANDS) INCLUDES ENVIRONMENTALLY SENSITIVE
- RECEIVING BODY: NORTH FORK ST LUCIE RIVER  
LAST DATE FOR AGENCY ACTION: APRIL 6, 2013
- 
3. SITE 5 WEST WATER QUALITY IMPROVEMENTS  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SEC 16,21 TWP 36S RGE 40E
- APPL. NO. 130201-8  
PERMIT NO. 56-03270-P
- ACREAGE: 4.95  
LAND USE: ENVIRONMENTAL RESTORATION
- PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION,  
AUTHORIZATION TO USE SOVEREIGN SUBMERGED STATE LANDS) INCLUDES ENVIRONMENTALLY SENSITIVE
- RECEIVING BODY: NORTH FORK OF THE ST. LUCIE RIVER  
LAST DATE FOR AGENCY ACTION: APRIL 2, 2013
-